

# Appendix



# *Appendix*

## **Contents**

*Guidelines and Forms*  
Facilities Assessment  
Exceptional Needs  
Expedited Local Partnership  
Vocational Facilities Assistance  
Vocational Facilities Assistance – Expedited Local Partnership

*Sample Cost Calculation Sheets*  
CFAP  
ENP  
ELPP to CFAP  
VFAP

*Sample Project Agreements*  
CFAP  
ENP  
ELPP  
VFAP

*CM Agreement*

*A/E Agreement*

## **Ohio School Facilities Commission Facilities Assessment Program Guidelines**

*A program for school districts to request the Commission to assess the classroom facility needs of the district before eligibility for state assistance.*

### **Application**

Pursuant to Section 3318.022, Ohio Revised Code, any school district may request an assessment of the current conditions of their classroom facilities. School districts wishing to request such an assessment shall apply to the Commission by submitting a Facilities Assessment Application Form requesting the Commission to assess the current conditions of the classroom facility needs of the district.

### **Notification**

Once the Commission receives the Application Form, the school district will be provided an approximate date of the on-site evaluation for the assessment. A schedule for the assessment of school districts will be posted on the Commission's website and updated periodically. The Commission will perform a facilities assessment no later than two years following the receipt of the Application Form by a school district.

### **Assessment**

The school district will receive a general assessment of their classroom facilities. The Commission will report the results of the facilities assessment to the district. The assessment process will not constitute the final agreement between a school district and the Commission as to the basic project cost of the school district's classroom facilities needs.

The assessment will include the following:

- On-site evaluation of all classroom facilities
- A summary of the assessment in narrative form
- An initial master plan\*
- An estimate of the basic project cost\*

\* *The initial master plan and estimated basic project is not a final product. The intent of the program is to provide data to districts regarding their classroom facilities needs. Once a district is eligible for one of the Commission programs (Classroom Facilities Assistance Program, the Exceptional Need Program, or the Expedited Local Partnership Program), the Commission and the school district will collaborate to agree upon a final master plan. Upon completion of the final master plan, the Commission determines the basic project cost of the school district's classroom facilities needs.*

### **Contact for Assistance**

If you have questions regarding a Facilities Assessment Program, please contact the Commission by phone at (614) 466-6290 or e-mail at [program.info@osfc.state.oh.us](mailto:program.info@osfc.state.oh.us).

Adopted: September 12, 2000

# OHIO SCHOOL FACILITIES COMMISSION

## FACILITIES ASSESSMENT PROGRAM

### APPLICATION FORM

#### **Overview Of Program**

- A program for school districts to request the Commission to assess the classroom facility needs of the district before eligibility for state assistance.
- The school district will receive a general assessment of their classroom facilities. The Commission will report the results of the facilities assessment to the district. The assessment process will not constitute the final agreement between a school district and the Commission as to the basic project cost of the school district's classroom facilities needs.
- Once the Commission receives the Application Form, the school district will be provided an approximate date of the onsite evaluation for the assessment. A schedule for the assessment of school districts will be posted on the Commission's website and updated periodically. The Commission will perform a facilities assessment no later than two years following the receipt of the assessment request by a school district.
- The assessment will include the following:
  - ✓ On-site evaluation of all classroom facilities
  - ✓ A summary of the assessment in narrative form
  - ✓ An initial master plan\*
  - ✓ An estimate of the basic project cost\*

\* The initial master plan and estimated basic project is not a final product. The intent of the program is to provide data to districts regarding their classroom facilities needs. Once a district is eligible for one of the Commission programs (Classroom Facilities Assistance Program, the Exceptional Need Program, or the Expedited Local Partnership Program), then the Commission and the school district collaborate to agree upon a final master plan. Upon completion of the final master plan, the Commission determines the basic project cost of the school district's classroom facilities needs.

Date: \_\_\_\_\_

School District Name: \_\_\_\_\_

School District Address: \_\_\_\_\_

\_\_\_\_\_

County: \_\_\_\_\_

Superintendent Name: \_\_\_\_\_

Superintendent Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

Superintendent E-Mail: \_\_\_\_\_

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# *Ohio School Facilities Commission*

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## **Exceptional Needs Program Guidelines**

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### **Program Overview**

The Exceptional Needs Program (ENP) provides funding to school districts with a compelling need for immediate classroom facilities assistance. Under Chapter 3318.37 of the Ohio Revised Code, the Commission may provide funding to districts with unsafe school conditions that would not be served by the Classroom Facilities Assistance Program in the next three years. Qualifying districts receive state funds to address critical health and safety needs due to inadequate facilities.

In March 1999, House Bill 850 became effective appropriating funds for the Exceptional Needs Pilot Program. In September 2000, Senate Bill 272 codified the ENP program authorizing the Ohio School Facilities Commission (OSFC) to set aside up to 25% of the Classroom Facilities Assistance Program (CFAP) funds for ENP. In June 2003, House Bill 95 expanded ENP eligibility to include the original Expedited Local Partnership Program (*ELPP*) pilot districts as well as districts with a total land area greater than 300 square miles. In 2006, HB 530 expanded eligibility for ENP to districts below the 75<sup>th</sup> percentile in the three-year average equity ranking. The guidelines were most recently updated to allow districts with school overcrowding to apply for the program.

### **Program Basics**

ENP is designed to identify buildings from among eligible applicants that have the most severe facility problems. ENP will co-fund a master plan that provides classroom facilities for a selected applicant building. ENP does not fund facility repair or renovation unless a portion of the applicant building is suitable for renovation and that renovation will serve to satisfy the facilities needs of the district. School districts served by ENP remain eligible for funding assistance in CFAP and may also participate in ELPP to complete the balance of their facility needs. However, districts that have executed a construction contract for work under an approved ELPP Agreement will be considered ineligible for ENP participation.

CFAP policies, procedures, and guidelines apply to the Exceptional Needs Program unless waived by the Commission.

## School District Eligibility Criteria and Exceptions

Applicant districts must meet the following five criteria:

- 1) Be ranked below the seventy fifth percentile on the school facility ranking list or have a district land area greater than 300 square miles; and
- 2) Not reasonably expect to be served under the Classroom Facilities Assistance Program within three years\*; and
- 3) Not be a previous or current participant in the Expedited Local Partnership Program\*\* that has an executed construction contract for work under an ELPP Agreement; and
- 4) Not having received CFAP funding within the last 20 years, or any prior CFAP project within the last 20 years was one for which the electors did not approve a levy; and
- 5) Demonstrate the need for complete or significant replacement of the applicant building or in the case of building overcrowding, demonstrate the need for a building replacement, addition, or additional building.

\* *Districts less than three years from CFAP eligibility may be served under ENP when the appropriate solution will serve the entire school district population (i.e. K-12 building).*

\*\* *HB 95 passed in June 2003 created an exception for ELPP pilot districts, with a district resolution in place prior to September 14, 2000, to apply for ENP.*

## Applications

School districts that become eligible will be notified and may submit an application in the year in which they become eligible.

School districts must submit a separate application for each facility (identified by an IRN number) to be considered for the Exceptional Needs Program. In circumstances where the IRN identifies two combined structures, it should be so noted for possible separate ENP evaluations to be determined by OSFC. If a district applies for the program to address building overcrowding, it should submit one application and provide district-wide information as instructed in the application. Applications must contain written and photographic documentation identifying the facility's exceptional needs that affect the health and safety of students.

Applications received by the deadline set by the Commission will receive program consideration in the next annual selection process.

## Evaluation/Selection

Applications are scored and ranked according to degree of severity in the following six major categories: Health, Life Safety, Structure, Heating & Ventilation, Electrical and Overcrowding. The Commission reserves the right to consider other categories that, in the Commission's discretion, would demonstrate an exceptional need for immediate classroom facilities assistance. Such situations will be considered on a case-by-case basis and must meet eligibility criteria pursuant to Ohio Revised Code Chapter 3318.37.

The following major steps are involved in the ENP evaluation and selection process:

- Step 1** Architectural and engineering professionals selected by the OSFC review and evaluate applications in each category.
- Step 2** A short list of applicants determined to have an exceptional need for facility assistance is developed.
- Step 3** On-site visits of short-listed applicants are conducted and scored in six categories. The application and on-site assessment of ENP applicant buildings are then compared to the assessments for facilities in the districts locked into the Next 10 list for CFAP funding. If an ENP applicant does not demonstrate a greater need than the Next 10 districts, their project will not be selected for funding.
- Step 4** An independent Evaluation Committee appointed by the OSFC Executive Director reviews and evaluates the information provided by the architectural and engineering professionals and prioritizes the applicant buildings.
- Step 5** Master plans are developed for school districts prioritized by the Evaluation Committee as having buildings with the most exceptional need for assistance.
- Step 6** The Executive Director recommends program funding for the current fiscal year to the Commission based upon Evaluation Committee recommendations, funding availability and other OSFC programs to be funded in the fiscal year.

### Inquiries

Please direct questions regarding the Exceptional Needs Program to the Ohio School Facilities Commission, phone: (614) 466-6290 or e-mail: [program.info@osfc.state.oh.us](mailto:program.info@osfc.state.oh.us).

<i>Adopted:</i>	<i>February 18, 1999</i>	<i>Amendments:</i>
		<i>Amended: March 30, 2000</i>
		<i>Amended: July 26, 2001</i>
		<i>Amended: July 23, 2002</i>
		<i>Amended: July 24, 2003</i>
		<i>Amended: September 23, 2004</i>
		<i>Amended: June 30, 2005</i>
		<i>Amended: June, 2006</i>
		<i>Amended: August 2007</i>

# *Ohio School Facilities Commission*

## **Exceptional Needs Program Scoring**

We have evaluated the Application for Exceptional Needs form in terms of scoring to determine the districts that have an exceptional need for assistance. A district could apply for this program due to the condition of individual buildings, or on a district-wide basis due to overcrowded conditions/inadequate space/enrollment growth.

### **Part B: Building Condition**

This section is completed for an individual school building in a district. The building has exceptional needs due to poor conditions in one or more of the five areas included.

The five areas included in Section B for building condition would continue to be scored as in past years, for a maximum score of 100 points. The maximum score in each area is: Health - 15 points, Life-Safety - 20 points, Structure - 30 points, Heat & Vent - 20 points, and Electrical - 15 points. Each assessor will continue to use their scoring system developed in past years.

A new part of this section is the evaluation of modular classroom units that comprise the entire school building complex.

### **Part C: Overcrowding**

A district applying under the new Part C section for Enrollment Growth and District Facility Capacity can also obtain a maximum score of 100 points. The points would be allocated as follows:

#### **1. Enrollment Growth**

A total of 25 points are possible to be earned for districts that have experienced significant and sustained enrollment growth over the past five years.

Points Allocated:	0	3	6	9	12	15	18	21	25
<b>Average Growth</b>	<b>0%</b>	<b>1%</b>	<b>2%</b>	<b>3%</b>	<b>4%</b>	<b>5%</b>	<b>6%</b>	<b>7%</b>	<b>8%+</b>
Scale:		3	3	3	3	3	3	3	4

This scoring is on a district-wide basis, and does not involve what is occurring in individual buildings.

A total of 25 points are possible to be earned for districts that exceed the recommended number of students per teaching station. We recommend the points be allocated on a sliding scale as follows:

Points Allocated:	0	1	2	4	7	12	18	25
<b>Students/Teaching Station</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>	<b>32+</b>
Scale:		1	1	2	3	5	6	7

Under this sliding scale, less weight is given to schools that slightly exceed the recommended 25 students per teaching station, through 29 students per teaching station (15% overcapacity). Progressively more weight is given as the students per teaching station exceed 29. Each building in a district is evaluated individually, all buildings added together, and then averaged to arrive at a district score.

**Building Area** (square feet per student):

A total of 30 points are possible to be earned for schools that have less than the square foot area per student as outlined in the Design Manual. We recommend the points be allocated on a sliding scale as follows:

Points Allocated:			0	5	10	15	20	25	30
Type	Size	SF/Student	>/=	2%	4%	6%	8%	10%	12%+
Elementary	<400	125.0	0.0	122.5	120.0	117.5	115.0	112.5	110.0
Elementary	>400	115.0	0.0	112.7	110.4	108.1	105.8	103.5	101.2
Middle	<450	150.0	0.0	147.0	144.0	141.0	138.0	135.0	132.0
Middle	>450	140.0	0.0	137.2	134.4	131.6	128.8	126.0	123.2
High	<600	180.0	0.0	176.4	172.8	169.2	165.6	162.0	158.4
High	>600	165.0	0.0	161.7	158.4	155.1	151.8	148.5	145.2

Each school building in a district would be evaluated individually, all buildings added together, and then averaged to arrive at a district score. For instance, if a district had one building of each type (for a total of six buildings), and the individual buildings scored thusly:

<u>School Type</u>	<u>Size</u>	<u>SF/Student</u>	<u>Score</u>
Elementary 1	350	117	15
Elementary 2	450	110	4
Middle 1	400	135	25
Middle 2	500	140	0
High 1	550	155	30
High 2	750	160	8

The total building score for the district is 82. This is averaged, giving a district score for “Building Area” of 13.7 out of a possible 30 points.

**2. Program Spaces**

A total of 20 points is possible to be earned for program spaces that are inadequate or missing. There are nine area categories in the chart and seven questions following the chart. The Classroom area category is worth 4 points, the use of modular classrooms is worth 2 points, the remaining program space categories are worth 1 point each, and questions a. through e. are worth 1 point each. Each school building in a district would be evaluated individually, all buildings added together, and then averaged to arrive at a district score.

## Exceptional Needs Program EXAMPLE Part C Scoring

### Enrollment Growth:

	2002-03 School Year	2007-08 School Year	Difference	% Growth	Score
PreK	100	105	5	9.52%	
K-12	900	1095	195	8.22%	
<b>Total</b>	<b>1000</b>	<b>1200</b>	<b>200</b>	<b>8.33%</b>	<b>25</b>

### Building Area:

Type	Size	SF/Student	Score
Elementary	350	117	15
Middle	500	140	0
High	550	155	30
<b>Total Score</b>			<b>45</b>
<b>District Average</b>			<b>15</b>

### Program Spaces:

Missing, inadequate, or use of modular units for program spaces:

Space	Value	Points
Modulars	2	
Classrooms	4	
Science Labs	1	
Special Ed	1	
Media Center	1	
Art Room	1	
Music Rooms	1	
Gym	1	
Student Dining	1	
Combined Gym/Dining	1	
Restrooms	1	
a. Dining Periods	1	
b. Support Spaces	1	
c. Accommodations	1	
d. Class size	1	
e. Toilet facilities	1	
<b>Total Score</b>	<b>20</b>	<b>0</b>

**Ohio School Facilities Commission  
Exceptional Needs Program  
Application**

**The Exceptional Needs Program (ENP) provides facilities assistance to school districts whose buildings pose health and safety risks for their students due to building condition or overcrowding.**

**BUILDING:** Complete **Part A** and **Part B** of the application for each school building in your district believed to have an exceptional facility need. If the building(s) you are describing has a permanent addition to the original structure, or has temporary modular classroom units, complete one Part B to encompass the original structure, all addition(s) and modular unit(s) as a whole. OSFC may modify a facility IRN number as determined appropriate for the sole purpose of facility application clarity.

**DISTRICT:** If the district consistently does not have sufficient space to serve it's student population, then complete **Part A** and **Part C** of this application.

Please complete Part A, Part B and Part C if you have a building or buildings in poor condition and have district wide overcrowding issues.

The Superintendent or a designee knowledgeable of the School District facilities should complete this application. Consider obtaining consultant services in architecture, engineering or other experts for assistance in filling out this application.

**Return completed application form and appropriate attachments by October 9, 2007, to the Ohio School Facilities Commission, 10 West Broad Street, 14<sup>th</sup> Floor, Columbus, Ohio 43215. If there are questions, please contact Lisa Laney at the Ohio School Facilities Commission, by phone 614-466-6290 or by e-mail at [Lisa.Laney@osfc.state.oh.us](mailto:Lisa.Laney@osfc.state.oh.us)**

## **PART A – GENERAL INFORMATION**

Application Date: \_\_\_\_\_, School District Equity Rank: \_\_\_\_\_

School District IRN Number: \_\_\_\_\_

1. School District Name: \_\_\_\_\_, \_\_\_\_\_ County
3. Superintendent Name: \_\_\_\_\_
4. Superintendent Phone Number: (\_\_\_\_\_) \_\_\_\_\_
5. Superintendent Fax Number: (\_\_\_\_\_) \_\_\_\_\_
6. Superintendent Email Address: (\_\_\_\_\_) \_\_\_\_\_

**PART B - BUILDING CONDITION**

1. Building Name: \_\_\_\_\_ School Building IRN Number: \_\_\_\_\_
2. Site-Acreage \_\_\_\_\_
3. Grades Housed \_\_\_\_\_
4. Building Student Enrollment Count as of current October: \_\_\_\_\_ in Building/Addition(s)  
 Building Student Enrollment Count as of current October: \_\_\_\_\_ in Modular Unit(s)
5. Modular Units: Quantity: \_\_\_\_\_ Square Footage: \_\_\_\_\_ Age of Units: \_\_\_\_\_
6. Building Square Footage \_\_\_\_\_ 7. Number of stories \_\_\_\_\_ 8. Basements:  Yes  No
7. Water Closets: Quantity: \_\_\_\_\_ Urinals: Quantity: \_\_\_\_\_ Lavatories: Quantity: \_\_\_\_\_
8. Age of Facility (Indicate the year of construction of the original building and each major addition):

*If the area has been fully or substantially upgraded or renovated to a later time period, use that year. Please include floor plans indicating the original building and addition areas along with the year constructed.*

Original Building or Addition	Year Completed

9. Please check the appropriate response to each of the items listed. Check all that apply to the entire building:

**Air Conditioning:**  Roof Top  Window /Room Units  Central  None  
 Age of Unit(s): \_\_\_\_\_

**Electrical Wiring:**  Panels  Romex or Conduit  Fuse Boxes  Knobs Tube

**Energy Sources:**  Fuel Oil  Natural Gas  LP  Electric  Coal

**Heating:**  Central  Roof Top  Individual Room Unit  Forced Air  
 Age of unit/units: \_\_\_\_\_  Steam  Hot Water  Electric Resistance  Heat Pump

**Roof:**  
 Age of roof: \_\_\_\_\_  Flat  Sloped  
 Material:  Rubber  Metal  Shingle  Built-up

Condition:  Good  Fair  Poor

**Sewerage:**  Municipal  On-Site

**Source of Water Supply:**  Well  Municipal  Bottled

**TYPE OF CONSTRUCTION**

**EXTERIOR SURFACING**

**FLOOR CONSTRUCTION**

- Load bearing masonry, wood framing
- Load bearing masonry, concrete slabs on steel framing
- Load bearing masonry, cast-in-place concrete
- Steel frame
- Concrete frame
- Wood frame
- Other

- Brick
- Stucco
- Metal
- Wood
- Other

- Wood joists
- Steel joist
- Slab on grade
- Structural slab
- Other

If other, please explain:

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**Five (5) major categories are used to assist in determining whether a school facility has an Exceptional Facility Need. Those categories are: 1. Health, 2. Life Safety, 3. Structure, 4. Heating & Ventilation, and 5. Electrical.** Circle “Yes” or “No” for each statement or question that most accurately reflects the conditions at your facility in each corresponding category.

Document, in the space provided after each category, all problems or needs believed to qualify as being “exceptional” and in need of assistance. Attach additional pages if the space provided is not adequate. Please attach photographs to support and clarify your responses. Clearly label all attachments (additional pages and back of each photograph) with the School District name with IRN number, the school building IRN number, and the appropriate application category 1 – 5. Please identify the specific problem shown in each photograph.

***Additionally, please provide a facility floor plan showing all exits. This may be combined with the floor plan from question 8 above as long as areas are clearly marked.***

**1. HEALTH:**

- |   |     |    |
|---|-----|----|
| a. Internal water supply is adequate to meet health and safety requirements?  | Yes | No |
| b. Internal water supply has sufficient pressure to wash hands, get a drink of water and flush toilets?   | Yes | No |
| c. Internal water supply has sufficient hot water?  | Yes | No |
| d. Are toilet facilities located within one floor of all classrooms, and/or within 500 feet of all classrooms (including modular units)?            | Yes | No |
| e. Are water closets and/or lavatories provided at a ratio of one fixture to fifty students?  | Yes | No |
| f. Water is entering the building and causing material damage and health hazards?   | Yes | No |
| g. Structure is free of friable asbestos-containing building materials? (Attach the most current Asbestos Report. Highlight the exceptional issue.) | Yes | No |
| h. Are there EPA or Health Department citations or violations that have not been addressed? (If yes, please attach copies of the violations)        | Yes | No |
| i. Has the hard plaster and/or gypsum board walls and ceilings been adequately sampled to determine if they contain asbestos?                       | Yes | No |
| j. Is there polyurethane flooring (i.e., "rubberized" surfaces) in athletic or recreational spaces?   | Yes | No |
| k. Are there reports of health-related problems associated with indoor air quality? (If yes, please attach report.)                                 | Yes | No |
| l. Is the structure pre-1978 construction with loose & peeling paint exposed on indoor surfaces?  | Yes | No |
| m. Is food service available within the facility? If no, provide a description of the deficiency.   | Yes | No |

Please document why your facility has an exceptional need for assistance in the Health category. If the condition described applies only to the main building, only to the addition building or modular unit, please identify which structure is affected.

***Additional Pages Attached: Yes No -- Photographs Attached: Yes No***

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**2. LIFE SAFETY:**

- |  |     |    |
|--|-----|----|
| a. Does the fire alarm system have pull stations at each facility exit?  | Yes | No |
| b. Are horns and strobes located in classrooms, corridors and toilet rooms?  | Yes | No |
| c. Are lighted exit signs provided at exterior doors and at exits from spaces that can be occupied by 50 or more persons?                                    | Yes | No |
| d. Are lighted exit signs equipped with either battery backup or on a generator?   | Yes | No |
| e. Are emergency egress lights provided in corridors at a maximum of 40' intervals, and in spaces that can be occupied by 50 or more persons?                | Yes | No |
| f. Are emergency egress lights equipped with either battery backup or on a generator?  | Yes | No |
| g. Are there fire safety code violations that have not been addressed?<br>(If Yes, attach copies of the violations)  | Yes | No |
| h. Are there at least two independent exits from any point in the building that could be occupied by 50 or more people?                                      | Yes | No |
| i. Are the interior and exterior doors that service more than 50 pupils opening outward and are equipped with panic hardware?                                | Yes | No |
| j. Are there dead end corridors in excess of 20 feet?  | Yes | No |
| k. Are there <u>fire</u> or <u>security</u> shutters that create dead end corridors?   | Yes | No |
| l. Are corridors at least 6' wide and lead to stairwells at least 4' wide?   | Yes | No |
| m. Do classroom doors protrude into corridors more than 7 inches?  | Yes | No |
| n. Are floors connected via open stairwells?   | Yes | No |
| o. Are the exit corridors and stairwells fire rated? If yes, what are the ratings?   | Yes | No |
| p. Is an administrative area provided with a reception area, private office, workroom and clinic? Is this area adjacent to the main building entrance?       | Yes | No |
| q. Are all building entrances secure during the school day?  | Yes | No |
| r. Are cooking hoods with a fire suppression system provided over all kitchen cooking equipment?   | Yes | No |
| s. Are there deteriorated stoops, stairs, or walks that create hazards when entering or exiting the building?  | Yes | No |
| t. Is the facility location removed from undesirable business, industry, traffic and natural hazards? If no, provide description.                            | Yes | No |
| u. Is there any aspect of the school facilities or operations that have contributed to serious accidents for students or staff? If yes, provide description. | Yes | No |

**2. LIFE SAFETY:**

Please document why your facility has an exceptional need for assistance in the Life Safety category. If the condition described applies only to the main building or only to the addition building or modular unit, please identify which structure is affected.

*Additional Pages Attached: Yes No -- Photographs Attached: Yes No*

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**3. STRUCTURE:**

- a. Are there walls that lean and are in danger of falling? Yes No
- b. Is there evidence of unsafe masonry (loose bricks, lintels, or cracks)? Yes No
- c. Is there evidence of crumbling or settlement of the building foundation? Yes No
- d. Are there signs of rotting, sagging or buckling floors? Yes No
- e. Are there any signs that the roof structure is sagging, rotted or unsound? Yes No
- f. Is there evidence of significant structural steel corrosion? Yes No
- g. Are there cracks in concrete slabs, beams, columns, or walls? Yes No

Please document why your facility has an exceptional need for assistance in the Structure category. If the condition described applies only to the main building or only to the addition building or modular unit, please identify which structure is affected.

*Additional Pages Attached: Yes No -- Photographs Attached: Yes No*

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**5. ELECTRICAL:**

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|---|-----|----|
| a. Does the lighting system provide adequate intensity, diffusion, and distribution of illumination?          | Yes | No |
| b. Are electrical controls safely protected and have disconnect switches that are easily accessible?          | Yes | No |
| c. Is emergency lighting provided throughout the building and is on separate electrical circuits?             | Yes | No |
| d. Does emergency egress lighting have either battery pack or generator backup?                               | Yes | No |
| e. Are automatic and manual emergency alarm systems provided with a distinctive sound and/or flashing lights? | Yes | No |
| f. Is there standing water located near electrical systems/panels?  | Yes | No |
| g. Is there extensive use of electrical cords in classrooms?  | Yes | No |
| h. Are there exposed wires or hazardous switches in the facility?   | Yes | No |
| i. Have there been cases of fire due to faulty wiring?  | Yes | No |
| j. Are all outlets grounded?  | Yes | No |
| k. Are there ground fault protected outlets near sinks?   | Yes | No |
| l. Is there an emergency gas shut off system in classroom laboratories?                                       | Yes | No |
| m. Is the electrical utility transformer located in facility?   | Yes | No |

Please document why your facility has an exceptional need for assistance in the Electrical category. If the condition described applies only to the main building, only to the addition building or modular unit, please identify which structure is affected.

***Additional Pages Attached: Yes No -- Photographs Attached: Yes No***

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**2. PROGRAM SPACES:**

Please indicate whether the following spaces are *not provided* at all, are *extremely inadequate* or are housed in *modular units*. Use **NP** for not provided, **EI** for extremely inadequate and **MU** for modular units. Please include all school buildings in your district. Add rows if necessary.

Please provide a description for each space indicated with an NP, EI or MU. Describe any additional spaces not listed below that are inadequate to deliver your educational program.

School	Science Labs	Self-Contained Sp.Ed. Classrooms	Media Center	Art Room	Instrumental or Vocal Rooms	Gym	Student Dining	Combined Gym/Dining Space	Restrooms
<i>Example Elementary School</i>	<i>NP</i>	<i>M</i>	<i>EI</i>	<i>EI</i>	<i>NP</i>			<i>NP</i>	

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**3. MODULAR UNITS:**

Please indicate the number of modular units located at each building and their age.

School	Quantity	Age

**4. GENERAL QUESTIONS:**

a. Are all students accommodated within three dining periods in each building? Yes No  
*If No*, indicate number of dining periods required for student population \_\_\_\_\_

b. Have building support spaces (offices, workrooms, closets) been converted for instructional use in each building? Yes No

c. Has the district taken measures to accommodate the increased student population? Yes No  
*If Yes*, indicate below all measures that have been taken.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

d. Does the district have an average class size of 25 students? Yes No  
*If No*, indicate the average class size: \_\_\_\_\_

e. Are toilet facilities located within one floor of all classrooms, and/or within 500 feet of all classrooms (including modular units)? Yes No

f. Is there any aspect of the school facilities or operations that have contributed to serious accidents for students or staff? *If yes, provide description.* Yes No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

g. Have you received a citation from a public agency (i.e., Fire Dept, EPA, Health Dept.)? *If yes, please provide a copy of each citation.* Yes No

Provide additional documentation as needed to explain the current capacity of the District to house students appropriately, i.e., eliminated program spaces, moved to split sessions, reconfigured grade configuration, etc. Please attach photographs to support and clarify your responses. Clearly label all attachments (additional pages and back of each photograph) with the School District name and IRN number, the school building IRN number, and the appropriate application category. Please identify the specific problem shown in each photograph.

*Additional Pages Attached: Yes No -- Photographs Attached: Yes No*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please document why your district has an exceptional need for assistance in this part. If the condition described applies only to certain buildings, please identify which building is affected.

*Additional Pages Attached: Yes No -- Photographs Attached: Yes No*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Ohio School Facilities Commission**  
*Revisions to*  
**Expedited Local Partnership Program Guidelines**  
**September 2003**

*A program to allow school districts to make facility improvements by expending local funds prior to receiving assistance from the state.*

*September 2003 - In order to streamline the management of, and participation in the Expedited Local Partnership Program, the Program Guidelines are being revised. Applications received after the effective date of these revisions will be managed accordingly. School districts participating in the program prior to the effective date of these revisions will adhere to the "Transition Guidelines" attached at the end of this document.*

**Program Overview**

The Expedited Local Partnership Program (ELPP) permits school districts, which are estimated to be over two years away from eligibility for state assistance under the Classroom Facilities Assistance Program (CFAP), to receive a district-wide assessment and master facilities plan from the Commission. The Commission will assess the classroom facilities needs of participating districts and, in collaboration with the district, develop a district-wide master facilities plan. Program participants may spend local resources on a separate and discrete part of their overall master facilities plan (either new construction or major renovation) and later deduct qualifying expenditures from the school district's share of the overall project budget when the district becomes eligible for state assistance under CFAP.

- When a participating school district becomes eligible under CFAP, the Commission will reassess the classroom facility needs for the district, counting the qualifying local expenditure amounts already spent as part of the local share. If the school district has spent more than the required local share on approved expenditures, the Commission may reimburse the school district for the amount spent above the required local share.
- Any project approved under this program shall, where applicable, comply with the Ohio School Design Manual, any applicable sections of the Ohio Revised Code, and Commission policies.
- The ELP Program, originally created as a pilot program in H.B. 282 in June of 1999, permitted up to five school districts per year in the 20<sup>th</sup> to 40<sup>th</sup> percentiles of adjusted property wealth to participate. S.B. 272, passed by the Ohio General Assembly in June of 2000, made ELPP a permanent program and significantly increased the number of districts eligible to participate.

The program is comprised of four phases:

- Phase One - Eligibility / Application
- Phase Two – Facilities Assessment and Master Planning
- Phase Three – Project Agreement / Discrete Portion / Funding
- Phase Four – Expedited Local Partnership Program Project

### **PHASE ONE – Eligibility / Application**

#### **Eligibility**

Any school district may participate in the program as long as they are not currently being served under CFAP or the Accelerated Urban Initiative or they are not reasonably expected to receive assistance under CFAP within **two fiscal** years of the date the school district's Board of Education resolves to apply for ELPP. Annually, the Commission will establish the equity rank for those school districts that it reasonably expects to become eligible for state assistance in CFAP within two fiscal years. School districts that participated in the former Building Assistance Program under the Ohio Department of Education are eligible to participate as long as they are not within two fiscal years of being served under CFAP.

Pursuant to Ohio Revised Code section 3318.37 (A) (2), school districts that participate in ELPP cannot participate in the Exceptional Facility Needs Program (ENP). There are two exceptions as outlined below.

1. A district that participated in the ELPP pilot program may participate in ENP by meeting the following two criteria:
  - A. The district board adopted a resolution to participate in the expedited program under Ohio Revised Code section 3318.36 prior to September 14, 2000.

And

  - B. The district was selected by the Commission for participation in the Expedited Local Partnership Program under Ohio Revised Code section 3318.36 in the manner prescribed by the Commission, as it existed prior to September 14, 2000.
2. School districts having a territory greater than three hundred square miles.

*\*The provisions noted above are changes to the law that become effective on September 26, 2003.*

#### **Retroactive Eligibility**

Under current law, if a school district's voters approved, within 18 months prior to September 14, 2000, a bond issue or tax levy for the construction of or additions or major repair to any classroom facility that meets the Commission's specifications, the district may apply for credit under the Expedited Local Partnership program. H.B. 95, effective September 26, 2003, repeals this provision of law, except for certain school districts already participating in the Expedited Local Partnership program. To qualify for credit for previous expenditures under this provision, a school district must meet both of the following conditions by no later than 180 days after the effective date of the repeal.

1. The school district's master facilities plan must have been conditionally approved by the Commission and subsequently approved by the State Controlling Board;

And,

2. The school district must have entered into an agreement with the Commission to acquire the discrete part of the project under the Expedited Local Partnership program, as identified by the school district board, and as approved by the Commission.

The Commission acknowledges that school districts retroactively eligible under the provisions of Section 3 of S.B. 272, may have proceeded with designs for classroom facility construction or renovation without notice or benefit of the obligation to comply with the Ohio School Design Manual until the enactment of S.B. 272. Partial credit for construction or renovation, which would be provided under CFAP, but is not in compliance with the Commission's design standards, will be considered by the Commission, but only for school districts that apply for retroactive eligibility. Such partial credit will be considered only in cases where re-design of the project is not feasible and only to the extent that the resulting project would reduce the overall state share for the district-wide master plan.

### **How to Apply**

To apply for the program, school districts are required to submit two items to the Commission:

1. A resolution of intent to participate adopted by the Board of Education
2. An Expedited Local Partnership Program application form

1. Resolution:

A school district must submit the adopted resolution to the Commission **within ten (10) days** of its adoption. The resolution must specify the following information:

- The school district's intent to participate in the program;
- The approximate date the school district's Board of Education intends to seek elector approval of any bond or tax measure, or the approximate date the school district intends to apply other local resources to use to pay the cost of the classroom facilities improvements and/or construction.\*

*\*The Commission recommends planning for a schedule of 18 months to complete the assessment and master-planning phase. The process may take less time to complete, but the district should be aware that in no case will expenditures for construction contracts that were executed prior to the ELPP Project Agreement be considered for credit under the ELP program.*

2. Expedited Local Partnership Program Application Form:

The Expedited Local Partnership Program application form requires the school district's superintendent's name, phone number, and address information, as well as a commitment of the estimated bond levy date, or expected date to begin using other local resources for the purchase of facilities improvements.

A sample resolution and the Application Form are available on the Commission website at <http://www.osfc.state.oh.us>.

The Commission shall review applications for eligibility and forward notification of receipt to each school district. Eligible districts will be contacted in order to begin the district-wide assessment and master plan development process.

## **PHASE TWO – Facilities Assessment and Master Planning**

During Phase Two, the school district and the Commission agree to the following:

- The Commission will conduct an assessment of the school district’s classroom facilities pursuant to of the Ohio Revised Code Chapter 3318;
- The school district and the Commission will jointly develop a district-wide master facilities plan, pursuant to Commission requirements, which will accommodate the total student population as projected by the Commission;
- The Commission will determine a basic project cost for the entire district-wide master facilities plan. A preliminary calculation of state and local shares of the basic project cost will be determined pursuant to Ohio Revised Code Chapter 3318.

### **Facilities Assessment**

Once the school district board has been notified that they are eligible to participate in the program, the Commission will add the district to the schedule of school districts to be assessed. Commission representatives will coordinate with school district personnel to arrange the exact dates for their facilities assessment. Priority for the assessment process will be based on the date that the school district intends to seek elector approval of a bond or tax measure, or to apply other resources to pay the cost of the proposed expedited project.

The Commission will coordinate the efforts of qualified design professionals (architects / engineers) to perform on-site evaluations of each of the school district’s existing classroom facilities. The on-site evaluations will adhere to assessment standards as defined by the Commission. The completed individual building assessments will be compiled into a single report that will be reviewed and discussed with the school district prior to its finalization.

### **Enrollment Projections**

Simultaneously with the facilities assessment process, the Commission will coordinate the efforts of educational planning experts skilled in the development of student enrollment projections. These professionals will gather data necessary to project the district-wide student population, by grade level, by year, for ten years into the future. This information, along with the final assessment report will provide the backbone for master facilities plan discussions with the district.

### **Master Facilities Plan**

Using the information provided in the final assessment report and the enrollment projections, the Commission will work with the school district to develop a master facilities plan (MFP). **The master facilities plan will define the total classroom facilities needs required to properly house all of the district’s projected K-12 public school student population, and may include the renovation of existing facilities as well as additions to existing facilities and construction of new buildings.** The MFP will reflect the “basic project cost” which is the total budget allowed for the implementation of the entire master plan.

The master facilities plan will reflect the total gross area required and the total project budget for the construction/renovation of the classroom facilities. While the budget contains funds intended

for basic site work associated with school construction, the Commission does not co-fund the purchase of, or preliminary preparation of, construction sites (if structures not previously owned by the district must be demolished, or if significant site clearing must be accomplished in order to make the site useable, the school district will be responsible for 100% of the cost of such). Due consideration must be given to building sites during the master planning phase.

Also, while the Commission will establish the budget for the basic project cost (that portion of the master facilities plan that will ultimately be co-fundable once the district becomes eligible for state assistance under CFAP), the school district may want to incorporate additional scope into the master facilities plan that is not co-fundable. Such scope is known as a Locally Funded Initiative (LFI) and the cost of such scope is borne fully by the school district.

Once the school district and the Commission have agreed to a final master plan the school district Board of Education will be required to approve the plan by formal resolution. Subsequently, conditional approval will be sought from the Commission, and finally, the plan will be submitted to the state Controlling Board for approval, however, no state funds will be encumbered under this program.

### **PHASE THREE – Project Agreement / Discrete Portion / Funding**

Based upon the successful completion of the requirements of Phase One and Phase Two, the school district Board of Education and the Commission may enter into agreement (the ELPP Project Agreement) for the execution of the school district's Expedited Local Partnership Program project.

#### **ELPP Project Agreement**

The ELPP Project Agreement sets forth the binding requirements of agreement between the Commission and the school district Board of Education, which formalize the school district's participation in the Expedited Local Partnership Program. The agreement will contain, at a minimum, the following:

- Scope of the Project
- State/Local share percentages (to be carried through CFAP)
- Local Project Phase requirements
- Locally Funded Initiative requirements
- Reporting requirements
- Eligibility for State Assistance requirements
- Contract Administration requirements
- General Provisions
- Discrete Portion description (ELPP project scope)
- Preliminary Credit Analysis
- Locally Funded Initiatives description.

The ELPP Project Agreement will reflect a preliminary calculation of the future credit amount of the discrete portion that may be applied toward the school district's required local share under CFAP, as determined by the Commission. The "credit" amount will be recalculated and conditionally approved at the completion of the district's ELPP project and will be finalized upon entry into CFAP. The conditions and reporting requirements under which qualifying expenditures shall be identified and recorded for credit will be specified in the ELPP Project Agreement. The district-wide master plan and the discrete portion to be completed under the ELPP shall become a part of the ELPP Project Agreement. The agreement shall indicate the

proportional percentage of state and local shares, which shall remain constant for the district's future participation in CFAP.

While the Project Agreement will be executed for the purpose of establishing the school district's "equity rank", which shall be used in determining the state / local share percentage, the agreement will be contingent upon the school district successfully raising the total amount of funding necessary to complete the school district's discrete portion. If, after one year from the date of Controlling Board approval of the school district's master plan, the school district has failed to secure the required funding, the ELPP Project Agreement shall become null and void. If the school district wants to continue its participation in ELPP, the master facilities plan cost estimates will be updated and subsequent approvals by the school district Board of Education, the Commission, and the state Controlling Board will be required. A new ELPP Project Agreement will then be executed using the school district's then current equity rank to determine state and local share percentages. Until the school district secures the required funding, continued participation in ELPP will adhere to the one-year cycle as outlined above.

### **Discrete Portion**

After having received the necessary master plan approvals, the school district may identify a discrete portion of the master facilities plan, which shall include only new construction of, additions to, or major repairs to classroom facilities, to complete using local resources. The Commission will work with the school district to identify qualifying scopes of work to be considered as the discrete portion. The discrete portion will reflect the total scope of work that the district intends to pursue as a part of their ELPP project, including any locally funded initiatives.

### **Funding**

ELPP projects are funded in full by the local district. The state does not commit any funds at the time of the ELPP project. Qualifying district expenditures are recorded for future credit against the required local share of the master plan at the time of CFAP participation. A school district's ELPP project may contain both qualifying and non-qualifying expenditures. Non-qualifying expenditures are referred to as "Locally Funded Initiatives (LFI)". The Commission will work with school districts to help determine which portions of their project will qualify as "creditable" expenditures as well as those portions that will be considered LFI.

School districts may fund their ELPP project through a variety of options that are outlined in Ohio Revised Code section 3318. They include:

- Bond levy
- Permanent Improvement Tax
- School District Income Tax
- Local donated contribution, including an irrevocable letter of credit and cash-on-hand

The method of funding is a local decision but must comply with all applicable laws. For this reason the OSFC recommends that school districts seek the counsel of a qualified bond attorney in determining the most appropriate way to fund their ELPP project.

At the time of the development of the discrete portion the OSFC will require the submittal of a funding plan that will describe the school district's proposed method for raising the required funding. Additionally, at the time of each required design phase approval the OSFC will require confirmation of funding.

All local resources utilized for ELPP must first be deposited in the project construction fund required under Section 3318.08, Ohio Revised Code. School districts will be required to provide a full accounting of the fund upon request by the Commission. The school district Board of Education shall provide the Commission a copy of any audit report received from the Auditor of State.

For audit purposes, the Commission requires evidence of the local share. The Commission will accept a deposit statement certified by the banking institution and a certification of local funds by the school district treasurer as acceptable evidence.

### **½ Mill Requirement**

School districts that participate in state-assisted school construction projects are required to provide the equivalent of ½ mil, for a period of 23 years, for the purpose of maintaining the completed school facilities. School districts completing projects in the Expedited program are given the option of delaying that requirement until the time that they participate in the Classroom Facilities Assistance Program.

At the time of master facilities plan approval, the school district Board of Education will be asked to commit as to whether it will delay the ½ mil requirement.

Regardless of a school district's decision to delay the ½ mil requirement, the OSFC will require a maintenance plan, including a proposed method of funding, for the maintenance of completed ELPP projects.

If a school district elects to provide the ½ mil requirement beginning with the completed ELPP project, it should be noted that the ½ mil equivalent would be required to continue for a period of 23 years beyond the completion of the school district's CFAP project. Also, any amount required for maintenance shall be deposited into a separate fund established by the school district for purposes of maintaining completed facilities.

## **PHASE FOUR - Expedited Local Partnership Program Project**

### **Project Design**

Once the ELPP Project Agreement has been executed, and the school district has secured the required project funding, the school district may begin the project design.

All projects under this program must comply with the Ohio School Design Manual, the Ohio Revised Code, and Commission policies.

In order to count as qualifying expenditures, new construction projects in ELPP are required to comply with the Ohio School Design Manual (OSDM). Renovation projects are required to satisfy the scope outlined in the Assessment Report as identified in the master facilities plan. Renovation designs will be required to comply, as is practical to do so, with the concepts, materials, and systems prescribed in the OSDM. For the purpose of insuring compliance with those standards, four separate design phase submittals/approvals are required for each building project: Program of Requirements (POR), Schematic Design (SD), Design Development (DD), and Construction Documents (CD). The OSFC will work with school districts and their consultants to develop a project design schedule that will incorporate scheduled submittal dates as well as adequate review time. The school district Board of Education will be required to approve each phase by resolution. The Commission will review each phase for compliance with program requirements. Prior to receiving CD approval the school district treasurer will be required to

verify the availability of funds sufficient to cover the estimated cost of the project scope, which shall be required to be deposited into the project construction fund as prescribed in section 3318.08 ORC.

To be eligible for credit, a district's general and special or supplemental conditions for contract must be consistent with the Commission's general conditions of contract in all material respects.

### **Local Administration and Project Delivery**

ELPP projects are locally administered projects. The design, bidding, construction contract award, construction management, construction claims management, and project closeout are the responsibility of the school district. The Commission is not a party to design professional contracts, CM contracts, construction contracts, or other consultant contracts engaged by the school district to facilitate their ELPP project. The Commission does not prescribe the project delivery model, nor does the Commission prescribe the form of contract for consultants. However, all projects associated with the co-fundable portion of the school district's ELPP project are required to have bid documents prepared by a design professional licensed to practice in Ohio. Additionally, the school district is required to comply with all applicable laws with respect to the selection and hiring of consultants.

Because public school construction involves a large number of "stakeholders" and because the failure to have consensus of direction can be costly, the Commission recommends the development of a "partnering" arrangement to facilitate the strategic planning of work processes and dispute resolution protocol.

A reasonable fee structure for design professionals, construction managers, and partnering facilitation has been included in the development of the "basic project cost." The Commission will determine the amount of "credit" associated with design, construction, and other consultant fees.

### **Reporting Requirements**

School districts participating in ELPP must agree to submit to the Commission conceptual plans, design development drawings, and statements of probable cost or cost estimates for each project during the project design phase to verify compliance with the Ohio School Facilities Design Manual.

School districts will be required to submit documentation and financial reporting for ELPP project bidding and construction phases, as specified by the Commission, to allow for accurate calculation of qualifying expenditures.

### **ELPP Project Closure**

Within six (6) months of occupancy of a completed ELPP project the school district and the Commission will develop a *Project Closeout Credit Report*. The Project Closeout Credit Report will reflect all creditable expenditures made by the school district and will show a conditional total credit amount. In the event that the school district has multiple ELPP projects, a Project Credit Closeout Report will be developed for each project. Each Project Credit Closeout Report will require conditional approval from the school district Board of Education, the Commission, and the Controlling Board. Final determination of any amount to be credited against the school district local share of the basic project cost will be made by the Commission upon the school district's participation in the Classroom Facilities Assistance Program. The project(s) executed by the school district in ELPP will be evaluated at the time of participation in CFAP based on the

assessment and master plan prepared at the time of participating in CFAP. Any work executed under the ELPP program that is abandoned or replaced under the CFAP project will not be credited.

### **Eventual Participation in the Classroom Facilities Assistance Program**

When an ELPP school district becomes eligible for state assistance under CFAP, the Commission will conduct a new assessment of the school district's facility needs and recalculate the basic project cost. The recalculation will include the amount of qualifying expenditures made by the school district under the ELPP. The Commission shall then recalculate the school district's portion of the new basic project cost by utilizing the percentage of the original project cost assigned to the school district as its portion. The Commission shall deduct the qualifying expenditure of the school district's moneys committed for the ELPP project from the school district's portion of the recalculated project cost.

1. If the amount a school district expended under ELPP is less than the amount of the local share under the new basic project cost, the school district may go to the voters for additional funds to participate in CFAP to fund the remainder of the project costs. In lieu of passing a levy, the school district may choose to fund the local share with other sources of revenue as defined in Section 3318.052 and 3318.084, Ohio Revised Code.
2. If the amount a school district already expended under ELPP is more than the local share under the new basic project cost, the Commission may reimburse the school district for the difference between the new local share calculation and the amount locally expended within one year. However, the Commission cannot expend any state funds on a project in an amount greater than the state's portion of the basic project cost.

### **Reimbursement / Credit towards Future Funding from the State**

Reimbursement from the Commission or credit towards a school district's local share will only occur if construction cost expenditures for the classroom facilities have been approved by the Commission. By law, the state will not reimburse a school district for any financing costs associated with acquiring funding for that construction.

The Commission's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the Commission or its building assistance programs, including the payments and other obligations that will become due hereunder when the school district becomes eligible for state building assistance under Ohio Revised Code Sections 3318.01 to 3318.20, the Commission's obligations are terminated as of the date that the funding expires without further obligation of the Commission.

**Ohio School Facilities Commission**  
**Expedited Local Partnership Program**  
*Transition Guidelines*  
**September 2003**

These guidelines delineate program procedures for school district's participating in the Expedited Local Partnership Program prior to the September 2003 revision of the Program Guidelines.

The primary components of the revisions are:

- Switch from a two-part agreement to a single "ELPP Project Agreement",
- Mandatory annual update of state/local share participation and basic project cost prior to a school district acquiring ELPP project funding.

School districts participating in the ELPP prior to the guideline revisions will either complete their ELPP project under the former system or will transition to the new procedures as outlined below.

**School districts with Commission-approved master plan and Part Two Agreement**

*With funding*

School districts that have secured BOE, Commission and Controlling Board approval of their master facilities plan, and that have an executed Part Two Agreement, and have funding for their project will continue to operate as provided for in the Part Two Agreement.

*Without funding*

School districts that have secured Board Of Education, Commission, and State Controlling Board approval of their master facilities plan, and that have an executed Part Two Agreement, **but do not have funding for their project**, will continue to operate as provided for in the Part Two Agreement **except that the school district's basic project cost (and consequently the discrete portion budget) will be subject to mandatory annual up-date on the anniversary date of the Part Two Agreement, until the school district secures the required funding.** The update will reflect current construction costs as described in the Ohio School Design Manual and the Commission's Assessment Cost Guidelines that are in effect at the time of the update.

**School districts with Commission-approved master plan but no Part Two Agreement**

School districts that have secured BOE, Commission, and Controlling Board approval of their master facilities plan, but do not have an executed Part Two Agreement, will continue to have the remainder of the two-year time limit on the Part One Agreement, plus any OSFC-approved extension, in order to execute the Part Two Agreement.

The Part Two Agreement will be revised to be contingent upon the securing of the required project funding, and will include a one-year time limit such that if project funding has not been obtained within one year of the execution of the agreement, the agreement will be terminated.

In the event the agreement is terminated the school district's participation in ELPP will expire. In such cases the school district board may submit a new ELPP application at any time.

Failure to execute the Part Two Agreement by the expiration of the Part One Agreement will result in the termination of the school district's ELPP application. In such cases, a school district board may submit a new ELPP application at any time.

**School districts without an approved master plan**

School districts that **have not** secured approval of their master facilities plan will continue to have the remainder of the two-year time limit on the Part One Agreement, plus any OSFC-approved extension, in order to secure master plan approval and execute the Part Two Agreement.

The Part Two Agreement will be revised to be contingent upon securing the required project funding, and will include a one-year time limit such that if project funding has not been obtained within one year of the execution of the agreement, the agreement will be terminated.

In the event the agreement is terminated the school district's participation in ELPP will expire. In such cases the school district's board may submit a new ELPP application at any time.

Failure to execute the Part Two Agreement by the expiration of the Part One Agreement will result in the termination of the school district's ELPP application. In such cases the school district's board may submit a new ELPP application at any time.

**The September 2003 ELPP Program Guideline revisions will become effective upon Commission approval. All new ELPP applications submitted after the effective date of these guideline revisions will be administered accordingly.**

**Contact for Assistance**

Questions regarding the Expedited Local Partnership Program or application process should be addressed to the Commission by phone at (614) 466-6290 or e-mail at [program.info@osfc.state.oh.us](mailto:program.info@osfc.state.oh.us).

Adopted: September 12, 2000  
 Amended: May 2, 2001  
 Amended: September 25, 2003

<p><b>OHIO SCHOOL FACILITIES COMMISSION</b></p> <p><b>EXPEDITED LOCAL PARTNERSHIP PROGRAM</b></p> <p><b>APPLICATION FORM</b></p>
--

**Overview Of Program Requirements**

- The School Building Assistance Expedited Local Partnership Program (ELPP) permits school districts that are over two years away from eligibility for state assistance under the Classroom Facilities Assistance Program (CFAP) to receive a district wide assessment and master plan from the Ohio School Facilities Commission (OSFC). Program participants may spend local resources on a separate and discrete part of their overall master plan and later deduct qualifying expenditures from the school district share under CFAP when the district becomes eligible for state assistance.
- The OSFC will assess the classroom facilities needs of participating districts and, in conjunction with the district, develop a district wide building facilities plan. The district may then expend any local resources, including the proceeds of bonds, to complete a discrete part of the overall master plan that is either new construction or major renovation.
- Any project approved under this program shall, where applicable, comply with the Ohio School Facilities Design Manual, Ohio Revised Code and Commission policies.
- When a participating district later becomes eligible under CFAP, the Commission will reassess the classroom facility needs for the district, counting the qualifying local expenditure amounts already spent as part of the local share. If the district has spent more than the local share on approved expenditures, the state will reimburse the district for the amount spent above the approved local share.



Date: \_\_\_\_\_

School District Name: \_\_\_\_\_

School District Address: \_\_\_\_\_

\_\_\_\_\_

County: \_\_\_\_\_

Superintendent Name: \_\_\_\_\_

Superintendent Phone: (\_\_\_\_)\_\_\_\_\_ Fax: (\_\_\_\_)\_\_\_\_\_

Superintendent E-Mail: \_\_\_\_\_

<p><b>A Resolution to Participate in ELPP must be adopted by the School District Board and accompany this Application Form.</b></p>
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**Expedited Project Schedule**

If eligible to participate, when would your district likely go to the voters to pass a levy or obligate other local resources to construct or make major renovations to your facilities?

**Estimated Date of Future Levy or Bond Passage:** \_\_\_\_\_

**Estimated Date to Use Those Proceeds or Other Local Resources:** \_\_\_\_\_

\_\_\_\_\_

**A Resolution to Participate in ELPP must be adopted by the School District Board and accompany this Application Form.**

**RESOLUTION OF INTENT  
TO PARTICIPATE IN THE SCHOOL BUILDING ASSISTANCE  
EXPEDITED LOCAL PARTNERSHIP PROGRAM**

**WHEREAS**, the *school district name* School District intends to participate in the School Building Assistance Expedited Local Partnership Program as outlined in S.B. 272, and

**WHEREAS** the *school district name* School District is planning to expend local resources to achieve a separate and distinct part of an overall master plan of the school district facility needs, as prepared in conjunction with the Ohio School Facilities Commission, that is either new construction or major repairs, and

**WHEREAS** the *school district name* School District intends to move forward with a ballot issue or to apply other local resources in *month, year*, and acknowledges this date may not be sooner than twelve (12) months following the date of this resolution.

**THEREFORE, BE IT RESOLVED** that the *school district name* Board of Education, declares its intention to participate in the School Building Assistance Expedited Local Partnership Program and will submit this resolution to the Commission within ten days of its adoption.

Dated this \_\_\_\_ th day of \_\_\_\_\_ 2003.

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Treasurer, Board of Education

\_\_\_\_\_  
Superintendent of Schools



## Ohio School Facilities Commission

### **Vocational Facilities Assistance Program (VFAP)**

#### **Program Guidelines**

##### **Program Overview**

The Vocational Facilities Assistance Program, created in H.B. 675 of the 124<sup>th</sup> General Assembly, provides state assistance to Ohio's 49 joint vocational school districts to improve the condition of their classroom facilities. The program is structured very similarly to the Classroom Facilities Assistance Program also administered by the Commission. Up to 2% of Commission appropriations per year may be allocated to the program.

##### **Applicable Standards**

All projects under this program must comply with the Ohio Revised Code, the Ohio School Design Manual and Career Technical Supplement, and Commission policies.

##### **Definition of Terms**

*VFAP*: Vocational Facilities Assistance Program. This program provides a Joint Vocational School District state assistance to improve existing facilities or to build new facilities under Ohio Revised Code sections 3318.40 to 3318.45.

*VFAP ELPP*: Vocational Facilities Assistance Expedited Local Partnership Program. This program allows Joint Vocational School Districts to establish a credit for the expenditure of local resources for major renovations or new construction under ORC section 3318.46.

*JVSD*: Joint Vocational School District.

*Commission*: Ohio School Facilities Commission.

*OSFC*: Ohio School Facilities Commission.

*OSDM*: Ohio School Design Manual.

*Associate district*: A school district that is a member of the Joint Vocational School District.

*Satellite program*: A career path program of the Ohio Department of Education that is located in the facilities of an Associate district.

*Facilities Assessment Report:* A report outlining the estimated scope and budget for the renovation of existing educational facilities of the school district.

*Basic Project Cost:* The estimated budget for the design and construction of the classroom facilities, which are eligible for state assistance and included in the master facilities plan.

*Master Facilities Plan:* The description of the scope and budget of the new and/or renovated facilities that will serve the future facilities of a district.

*Full Time student:* A student enrolled in an Ohio Department of Education certified career path program who receives educational programming at the JVSD and the required academic instruction at the JVSD.

*Part Time student:* A student enrolled in an Ohio Department of Education certified career path program that receives educational programming at the JVSD, but receives the required academic instructional hours at the facility of the school district, which is a member of the JVSD.

*Low Bay:* Career technical program types 1 to 4 as presented in the Ohio School Design Manual Career Technical Supplement.

*High Bay:* Career technical program types 5 to 7 as presented in the Ohio School Design Manual Career Technical Supplement.

*Locally Funded Initiative (LFI):* Work that is not part of the co-funded master facilities plan but can be designed, bid and constructed concurrently with a VFAP project (funded solely by the JVSD). Work can also be an enhancement to the materials or systems of the co-funded master facilities plan with the additional or premium cost funded by the JVSD.

### **Selection of District(s) for Assistance**

For the purpose of selecting Joint Vocational School Districts (JVSDs) for funding and determining amounts of state funding for a project, the Commission shall use the three-year average valuation per pupil calculated by the Ohio Department of Education for the current and two preceding fiscal years in accordance with Ohio Revised Code (ORC) section 3318.42.

The Commission annually shall select JVSDs for assistance under ORC sections 3318.40 to 3318.45 in the order of the JVSDs' three-year average valuation per pupil. The JVSD with the lowest three-year average valuation per pupil shall be given the highest priority for assistance.

JVSDs that have previously received conditional approval of a project under ORC sections 3318.40 to 3318.45 and that conditional approval has lapsed shall be given first priority over other JVSDs for project funding once the school district is able to demonstrate that it is able to meet the funding requirements of the program.

### **Facilities Assessment**

1. The Commission will annually assess the classroom facility needs of the number of JVSDs that the Commission potentially could provide assistance to in a fiscal year, based on the amount set aside for that fiscal year under division (B) of ORC section 3318.40 and the order of priority prescribed in division (B) of ORC section 3318.42.

2. The Commission will obtain the services of qualified professionals to perform on-site evaluations of each of the JVSD's existing classroom facilities. The on-site evaluations will adhere to assessment standards as defined by the Commission.
3. The JVSD will provide any information available to assist in the identification of any areas of concern for conditions, which cannot be readily observed throughout the JVSD facilities.
4. The scope of services provided by the assessment professional does not include invasive facilities and grounds investigation. The JVSD shall be advised that neither the JVSD nor the Commission has control over conditions that are hidden or otherwise unknown.
5. The JVSD shall be encouraged to include the design architect, if already selected, in the review of the draft assessment report.
6. Once the assessment report is finalized, the JVSD board shall submit a resolution to the Commission accepting the assessment report, acknowledging the limitations of the assessment and approving the use of the findings outlined in the final Facilities Assessment Report for the purpose of developing a master facilities plan.

### **Student Enrollment**

For purposes of developing a master facilities plan for a JVSD, the student enrollment will be calculated using the following:

- 1) The student enrollment shall be calculated based upon the highest number of students attending the JVSD facility in the three academic school years (October count) preceding the academic school year in which the JVSD is notified of their eligibility for assistance.
- 2) The students counted shall include only 11<sup>th</sup> and 12<sup>th</sup> grade students enrolled in a career path technical program funded by the Ohio Department of Education. The student count for the facility shall be the sum of the full time and part time students in career path programs approved by the Ohio Department of Education.
- 3) The student enrollment calculation for the JVSD shall not include students from satellite career technical programs from associate districts if OSFC has funded (or intends to fund) space for those students already or students attending career technical programs in facilities other than those of the JVSD. If a JVSD and the associate district which is currently housing the satellite program each adopt school district board resolutions indicating the need to relocate the satellite program to the JVSD and indicate the approximate date of relocation of the program, the Commission may include those identified students in the enrollment.
- 3) OSFC will differentiate the full-time students from the part-time students for the purpose of appropriate allocation of square foot per student as defined in the Ohio School Design Manual Career Technical Supplement.
- 4) OSFC will differentiate students enrolled in "low bay" programs from students enrolled in "high bay" programs.

### **Master Facilities Plan**

Using the information provided in the final assessment report and the enrollment calculation, the Commission will work with the JVSD to develop a master facilities plan (MFP). The MFP will

define the gross square footage and project budget required to properly house the JVSD's student population and programs and comply with section 3318.03 paragraphs (A), (C), and (D) of the Ohio Revised Code. The master facilities plan may include the renovation of existing facilities as well as additions to existing facilities or the construction of new buildings. The master facilities plan may include allowances for demolition and environmental abatement of existing classroom facilities owned by the JVSD. The Commission estimates a schedule of 18 months to complete the assessment and master-planning phase. The process may take less time to complete.

In addition, as part of the MFP approval process:

- The district shall review the proposed master facilities plan with interested parties from their community. Various plan options, which satisfy the policies and guidelines of the Commission, may be considered.
- The district shall explore the potential for the delivery of career technical programs by sharing the use of facilities at two-year technical schools, community colleges, and other post secondary programs within the geographic area of the district and shall not select career technical programs for inclusion in the co-funded master facilities plan if reasonable opportunities exist for provision of the career technical program at other facilities. Districts will be required to demonstrate that they have worked with local higher education officials to maximize collaboration if the potential exists.
- The district shall comply with the provisions of the Ohio Administrative Code, Rule 3301-61-02 to ensure that the career technical programs the district selects for inclusion in the master facilities plan support workforce development goals. Districts will be required to demonstrate that they have worked with local economic development entities to ensure their program offerings reflect the current and future needs of local business and industry.
- In consultation with the Ohio Department of Development and the Ohio Board of Regents, the Ohio Department of Education shall review and approve the list of planned career technical programs included in the master facilities plan. The Department shall notify the Commission and the JVSD of plan approval.

### **School Board Acceptance of the Master Facilities Plan**

Once the JVSD and the Commission have agreed to a final master facilities plan, and the Ohio Department of Education has confirmed compliance with Ohio Administrative Code, Rule 3301-61-02, the JVSD Board of Education will be required to approve the plan by formal resolution.

### **Limitations on Co-Funded Scope in the Master Facilities Plan**

#### **A. Space allocations for High Bay vs. Low bay programs**

1. For students enrolled in high bay programs a ratio of 30 students to one program will be used to determine the number of programs which will be funded in the master facilities plan. The calculation is based on dividing the number of students by 30. The resulting whole number (with no provision for the fractional remainder) will be the number of programs co-funded in developing the master facilities plan.

2. For students enrolled in low bay programs a ratio of 50 students to one program will be used for determining the number of funded low bay programs supported by the student enrollment. The calculation methodology is similar to that used for high bay programs.

**B. Space allocation for Full vs. Part time students**

- For full-time students, square footage will be assigned for academic space as well as career technical space.
- For part-time students, square footage will be assigned for career technical space only.

**C. Space Allocation for Adult Education**

State law prohibits the Commission from providing assistance for any distinct part of a project which will be used exclusively for an adult education program, exclusively for operation of a driver training school for instruction leading to the issuance of a commercial driver's license under Chapter 4506 of the Revised Code or other space not used for educational programs of the JVSD. Exemptions can be made for life safety items and basic building components necessary for complete and continuous construction or renovation of a classroom facility as determined by the Commission.

**D. Satellite Programs**

The Commission is prohibited by law from providing assistance under the Vocational Facilities Assistance Program to acquire classroom facilities for vocational educational instruction at a location under the control of a school district that is a member of a JVSD. Any assistance to acquire classroom facilities for vocational educational instruction at such location shall be provided to the school district that is a member of the JVSD through the Classroom Facilities Assistance Program.

**E. Equipment and Furnishings**

The project budget may include funding for the acquisition of vocational equipment and furnishings that would be provided to a district participating in the Classroom Facilities Assistance Program, or that would be considered integral to the facility in the basic project cost. Examples may include:

- Paint booths and paint storage areas for Automobile and Agricultural Education programs
- Welding booths (but not welders) in welding and Agricultural Education Programs
- Air filtration and specialized HVAC
- Kitchens: walk-in freezers, stoves, other cooking units, and dishwashers

## **F. Site Acquisition**

While the budget contains funds intended for basic site work associated with school construction, the Commission does not co-fund the purchase of a building site. If structures not previously owned by the district must be demolished, or if significant site clearing must be accomplished in order to make the site useable, the school district will be responsible for 100% of the cost of such.

### **Determining the Percentage of Local Contribution**

Each JVSD's portion of the basic project cost under ORC sections 3318.40 to 3318.45 shall be one percent times the percentile in which the JVSD ranks on the equity list developed by the Ohio Department of Education, except that no JVSD's portion shall be less than twenty-five percent or greater than ninety-five percent of the basic project cost. The percentile ranking of the JVSD will be determined by the Ohio Department of Education in accordance with ORC section 3318.42 (A). The percentile ranking of the JVSD will be updated annually by the Department of Education. The project fund calculation will be based on the percentile rank list in effect for the fiscal year preceding the fiscal year in which the Controlling Board approves the JVSD's project.

### **Work in Addition to the Co-Funded Master Facilities Plan Scope**

A school district may choose to add, or in certain cases be required to include in the project, work which is not part of the master facilities plan. In such cases, the JVSD provides all of the additional funding required for the design and construction of the additional work. Such scope and costs are referred to as "Locally Funded Initiatives (LFI)". The Commission will work with the JVSD to help determine which portions of its project will be considered LFI. LFI work scope and budget will be presented in a memorandum of understanding, executed between the JVSD and the Commission, for the purpose of tracking this work and associated expenditures. LFI work is funded solely by the JVSD.

A LFI will fall into one of four categories:

- Additional square footage in a new facility or addition, such as board offices or additional classrooms.
- Improvements associated with a renovation project beyond the scope of work funded by the Commission.
- Material or scope upgrade, such as adding additional casework to a classroom, program equipment, or a special feature of the facility or need for the site.
- Required LFI to renovate underutilized square footage.

### **The Memorandum of Understanding for the Locally Funded Initiative**

The memorandum shall specify:

- 1) A detailed description of the scope of the LFI.
- 2) The budget for the LFI and accompanying documentation detailing the proposed method of funding.

- 2) The means for allocating the cost of the LFI and change orders if the LFI is integral to the co-funded project.

The memorandum may be amended by the Commission and the JVSD from time-to-time throughout the project to add or delete scope to accommodate changes in available funding or the decision of the JVSD to add or delete LFI scope.

### **Participation**

When a JVSD is notified by the Commission that funds are available to serve the JVSD, the JVSD is required to submit to the Commission a Resolution of Intent to Participate adopted by the Board of Education. The resolution, in a form specified by the Commission, indicates the JVSD's desire to proceed with the Scope of the Project and Master Facilities Plan, summarizes the scope and budget for the project, lists the state and local shares of the basic project cost and includes an acceptance of the Facilities Assessment Report.

### **Conditional Approval by the Commission and Controlling Board Approval**

If the Commission makes a determination in favor of the acquisition of classroom facilities for a project under ORC sections 3318.40 to 3318.45, such project shall be conditionally approved by the Commission. Such conditional approval shall be submitted to the Controlling Board for approval. The Controlling Board shall approve or reject the Commission's determination, conditional approval, the amount of the state's portion of the basic project cost, and the amount of the state's portion of the basic project cost to be encumbered in the current fiscal biennium. In the event of approval by the Controlling Board, the Commission shall certify the conditional approval to the JVSD Board of Education and shall encumber the approved funds for the current fiscal year.

### **Resolution of Acceptance**

After conditional approval and prior to entering into a Project Agreement between the Commission and the JVSD, the JVSD school board shall pass a Resolution to Accept the Master Facilities Plan that specifies the total project budget, the state share of the budget, and the local share of the budget.

### **Lapse of Conditional Approval**

The conditional approval for a project shall lapse and the amount reserved and encumbered for such project shall be released unless both of the following conditions are satisfied:

- (a) Within one hundred twenty days following the date of certification of the conditional approval to the JVSD board, the JVSD board accepts the conditional approval by passing the resolution of acceptance and certifies to the Commission the JVSD board's plan to generate the JVSD's portion of the basic project cost, as determined under division (C) of ORC section 3318.42, and to set aside moneys for maintenance of the classroom facilities acquired under the project, as prescribed in ORC section 3318.43.
- (b) Within one year following the date of certification of the conditional approval to the JVSD board, the JVSD board generates the JVSD's portion of the basic project cost using any of the means described in 3318.44(a).

## **Funding**

VFAP projects are co-funded by the local JVSD and the state. The proportion of funding by the JVSD is determined by the JVSD's equity ranking in accordance with ORC section 3318.40. A JVSD's VFAP project may contain both qualifying and non-qualifying expenditures. Non-qualifying expenditures are referred to as Locally Funded Initiatives (LFI). The Commission will work with JVSD to determine which portions, if any, of the project will be considered LFI.

JVSDs may fund their VFAP project through a variety of options that are outlined in ORC section 3318.44. They may include:

- Proceeds from the Sale of Bond
- Permanent Improvement Levy
- Local Donated Contribution as defined in ORC section 3318.084

The method of funding is a local decision but must comply with all applicable laws. For this reason, the OSFC recommends that JVSDs seek the counsel of a qualified bond attorney in determining the most appropriate way to fund their VFAP project.

Prior to the release of any state monies, all local resources for the JVSD's share of the basic project cost utilized for VFAP must first be deposited in the Project Construction Fund required under ORC section 3318.08. JVSDs will be required to provide a full accounting of the Fund upon request by the Commission. The JVSD Board of Education shall provide the Commission a copy of any audit report received from the Auditor of State.

The state and local funds shall be spent simultaneously in proportion to the state's and the JVSD's respective portions of the basic project cost.

For audit purposes, the Commission requires evidence of the required funding. The Commission will accept a deposit statement certified by the banking institution and a Certification of Local Funds by the JVSD treasurer as acceptable evidence.

## **Maintenance Plan Funding**

In addition to generating the amount of the JVSD's portion of the basic project cost as determined under division (C) of ORC section 3318.42, in order for a JVSD to receive assistance under ORC sections 3318.40 to 3318.45, the JVSD board shall set aside school district moneys for the maintenance of the classroom facilities included in the JVSD's MFP in the amount and manner prescribed in ORC section 3318.43. JVSDs that participate in state-assisted school construction projects are required to provide an amount equal to one and one half percent of the current insurance value of the facilities acquired under the project, for a period of 23 years, for the purpose of maintaining the completed school facilities. Each year, for twenty-three successive years after the commencement of a JVSD's project under ORC sections 3318.40 to 3318.45, the board of education of a JVSD shall deposit into a separate maintenance account or into the JVSD's capital and maintenance fund established under ORC section 3315.18, school district moneys dedicated to maintenance of the classroom facilities. The value shall be subject to the approval of the Ohio School Facilities Commission.

The OSFC will require a maintenance plan, including a proposed method of funding, for the maintenance of completed VFAP project(s).

### **The Project Agreement**

If the conditions prescribed in ORC sections 3318.40 to 3318.45 for conditional approval are satisfied, the Commission and the JVSD board shall enter into a Project Agreement as prescribed in ORC section 3318.08 and shall proceed with the development of plans, cost estimates, designs, drawings, and specifications as prescribed in ORC section 3318.091. The VFAP Project Agreement sets forth the binding requirements of agreement between the Commission and the JVSD Board of Education, which formalize the JVSD's participation in the VFAP Program. The agreement will contain, at a minimum, the following:

- Scope of the Project
- Basic Project Cost
- State and local shares of the Basic Project Cost
- Reporting requirements
- Eligibility for State Assistance requirements
- Contract Administration requirements
- General Provisions
- Locally Funded Initiative requirements

ORC sections 3318.13, 3318.14, and 3318.16 apply to projects under ORC sections 3318.40 to 3318.45.

### **Transfer and disbursement of funds**

Transfer and disbursement of funds shall be in accordance with ORC section 3318.12.

- (a) The Ohio School Facilities Commission shall cause to be transferred to the JVSD's Project Construction Fund the necessary amounts from amounts appropriated by the general assembly and set aside for such purpose, from time to time as may be necessary to pay obligations chargeable to such fund when due. All investment earnings of a JVSD's Project Construction Fund shall be credited to the fund.
- (b) The treasurer of the JVSD board shall disburse funds from the JVSD's Project Construction Fund, including investment earnings credited to the fund, only upon the approval of the Commission or the Commission's designated representative.

### **Budget Adjustments**

The state and the JVSD shall share in any increases in the basic project cost of the project in accordance with the proportional funding provided in the Project Agreement.

Costs in excess of those approved by the Commission under ORC section 3318.091 shall be payable only as provided in ORC sections 3318.042 and 3318.083. If, after the Ohio School Facilities Commission and a JVSD enter into a written agreement under ORC section 3318.08 for the construction of a classroom facilities project, the Commission approves an increase in the basic project cost above the amount budgeted plus any interest earned and available in the Project Construction Fund, the state and the JVSD shall share the increased cost in proportion to their respective contributions to the JVSD's Project Construction Fund.

### **Project Delivery**

VFAP projects are jointly administered projects by the JVSD and the state. During the period from the execution of the Project Agreement until the closeout of the project, the JVSD and the state are co-owners of the project. The state selects and awards a contract for construction management (CM) services and the JVSD selects and awards a contract for architectural design services, which is then approved by the Commission. The JVSD is a third-party beneficiary to the construction manager contract. All projects are required to have bid documents in a form prescribed by the Commission and prepared by a design professional licensed to practice in Ohio. The JVSD is required to comply with all applicable laws with respect to the selection and hiring of consultants. The JVSD bids and awards, with OSFC approval, the construction trade contracts.

Public school construction involves a large number of “stakeholders” and because the failure to have consensus of direction can be costly, the Commission recommends the development of a “partnering” arrangement to facilitate the strategic planning of work processes and dispute resolution protocol.

A reasonable fee structure for design professionals, construction managers, and partnering facilitation has been included in the development of the “basic project cost.”

Advertisement for bids and the award of contracts for construction of any project under ORC sections 3318.40 to 3318.45 shall be conducted in accordance with ORC section 3318.10.

### **Project Design**

Once the VFAP Project Agreement has been executed, and the JVSD has secured the required project funding, the JVSD may begin the project design.

New construction projects under this program must comply with the Ohio School Design Manual (OSDM) and Career Technical Supplement. Renovation projects are required to satisfy the scope outlined in the Assessment Report as identified in the Master Facilities Plan. Renovation designs should comply, as is practical to do so, with the concepts, materials, and systems prescribed in the OSDM. For the purpose of ensuring compliance with those standards, four separate design phase submittals/approvals are required for each building project: Program of Requirements (POR), Schematic Design (SD), Design Development (DD), and Construction Documents (CD). The OSFC will work with a JVSD and their consultants to develop a project design schedule that will incorporate scheduled submittal dates as well as adequate review time. The JVSD Board of Education will be required to approve each phase by resolution. The Commission will review each phase for compliance with program requirements and shall approve compliant submittals. The Commission may grant conditional approval, which is contingent upon specified changes being incorporated into the next phase review submittal.

### **Project Closeout**

The JVSD is required to develop and adopt a maintenance plan and submit the plan to the Commission for approval.

Eleven months following the completion of the construction of the facilities the architect and construction manager will conduct a “walk through” of the facilities to identify issues requiring correction by the contractors under the terms of their 12-month guarantee of work.

Following the completion of the construction of the project the Commission shall issue a Certificate of Project Completion when the following conditions have been satisfied:

- All outstanding issues are addressed and a certificate of contract completion has been issued on all contracts.
- Adoption by the JVSD school board and approval by the Commission of a maintenance plan for the facilities acquired or improved through the VFAP project.
- A final accounting and reconciliation of the Project Construction Fund agreed to by the JVSD Treasurer, the Construction Manager, and OSFC.

### **Liquidation of Project Construction Fund Upon Completion of the Project**

After the Commission issues the Certificate of Project Completion the Project Construction Fund is liquidated in accordance with ORC section 3318.12:

- (1) Any investment earnings remaining in the Project Construction Fund that are attributable to the JVSD's contribution to the fund shall be transferred to the JVSD's maintenance fund required by section 3318.43 of the ORC and the money shall be used solely for maintaining the classroom facilities included in the project.
- (2) Any investment earnings remaining in the Project Construction Fund that are attributable to the state's contribution to the fund shall be transferred to the Commission for expenditure pursuant to ORC sections 3318.01 to 3318.20 or ORC sections 3318.40 to 3318.45.
- (3) Other surplus remaining in the JVSD's Project Construction Fund after the project has been completed shall be transferred to the Commission and the JVSD board in proportion to their respective contributions to the fund.

Pursuant to appropriations of the General Assembly, any moneys transferred to the Commission under division (C)(2) or (3) of this section from a Project Construction Fund for a project under ORC sections 3318.40 to 3318.45 may be used for future expenditures for projects under ORC sections 3318.40 to 3318.45, notwithstanding the two per cent annual limit specified in division (B) of ORC section 3318.40.

### **Additional Assistance After VFAP Assistance**

No JVSD that receives assistance under ORC sections 3318.40 to 3318.45 shall have another such project conditionally approved until the expiration of twenty years after the JVSD's prior project was conditionally approved, unless the JVSD board demonstrates to the satisfaction of the Commission that the JVSD has experienced an exceptional increase in enrollment significantly above the JVSD's design capacity under that prior project as determined by rule of the Commission.

### **Rules for JVSD that Participate in Vocational Facilities Assistance Expedited Local Partnership Program**

Any JVSD participating in Vocational Facilities Assistance Program (VFAP) which previously participated in the Vocational Facilities Assistance Expedited Local Partnership Program (VFAP

ELPP) shall comply with applicable guidelines and rules adopted by the Commission for VFAP ELPP.



## **Ohio School Facilities Commission**

# **Vocational Facilities Assistance Expedited Local Partnership Program (VFAP ELPP)**

## **Program Guidelines**

*A program to allow Joint Vocational School Districts to make facilities improvements by expending local funds prior to receiving assistance from the state.*

### **Program Overview**

The Vocational Facilities Assistance Expedited Local Partnership Program (VFAP ELPP) permits vocational school districts, which are estimated to be over two years away from eligibility for state assistance under the Vocational Facilities Assistance Program (VFAP), to participate. The Commission will assess the classroom facilities needs of participating districts and, in collaboration with the district, develop a district-wide master facilities plan. Program participants may spend local resources on a discrete part of their overall master facilities plan (either new construction or major renovation) and later deduct qualifying and approved expenditures from the school district's share of the overall project budget when the district becomes eligible for state assistance under VFAP.

The program is comprised of five phases:

- Phase One - Eligibility / Application
- Phase Two – Facilities Assessment and Master Planning
- Phase Three – Discrete Portion / Identify Funding / Project Agreement
- Phase Four – VFAP ELPP Project
- Phase Five – Project Close-out and future credit

### **Applicable Standards**

All projects under this program must comply with the Ohio Revised Code, the Ohio School Design Manual and Career Technical Supplement, and Commission policies.

### **Definition of Terms**

*VFAP:* Vocational Facilities Assistance Program. This program provides a Joint Vocational School District state assistance to improve existing facilities or to build new facilities under Ohio Revised Code (ORC) sections 3318.40 to 3318.45.

*VFAP ELPP:* Vocational Facilities Assistance Expedited Local Partnership Program. This program allows Joint Vocational School Districts to establish a credit for the expenditure of local resources for major renovations or new construction under ORC section 3318.46.

*JVSD:* Joint Vocational School District.

*Commission:* Ohio School Facilities Commission.

*OSFC:* Ohio School Facilities Commission.

*OSDM:* Ohio School Design Manual.

*Associate district:* A school district that is a member of the Joint Vocational School District.

*Satellite program:* A career path program of the Ohio Department of Education that is located in the facilities of an Associate district.

*Facilities Assessment Report:* A report outlining the estimated scope and budget for the renovation of existing educational facilities of the school district.

*Basic Project Cost:* The estimated budget for the design and construction of the classroom facilities, which are eligible for state assistance and included in the master facilities plan.

*Master Facilities Plan:* The scope of new and/or renovated facilities that will serve the future facilities needs of a district.

*Full Time student:* A student enrolled in an Ohio Department of Education certified career path program who receives educational programming at the JVSD and the required academic instruction at the JVSD.

*Part Time student:* A student enrolled in an Ohio Department of Education certified career path program that receives educational programming at the JVSD, but receives the required academic instructional hours at the facility of the school district, which is a member of the JVSD.

*Low Bay:* Career technical program types 1 to 4 as presented in the Ohio School Design Manual Career Technical Supplement.

*High Bay:* Career technical program types 5 to 7 as presented in the Ohio School Design Manual Career Technical Supplement.

*LFI - Locally Funded Initiative -* Work that is not part of the co-funded master facilities plan but can be designed, bid and constructed concurrently with a VFAP project (funded solely by the JVSD). Work can also be an enhancement to the materials or systems of the co-funded master facilities plan with the additional or premium cost funded by the JVSD.

### **Phase One – Eligibility / Application**

#### **Eligibility**

Any JVSD may participate in the program as long as they are not reasonably expected to receive assistance under VFAP within two fiscal years of the date the school district's Board of Education resolves to apply for VFAP ELPP. Annually, the Commission will establish the equity rank for those JVSDs that it reasonably expects to become eligible for state assistance in VFAP within two fiscal years.

### **How to Apply**

To apply for the program, school districts are required to submit two items to the Commission:

#### **1. A resolution of intent to participate adopted by the JVSD Board of Education**

The resolution must specify the following information:

- The JVSD's intent to participate in the program;
- The approximate date the JVSD's Board of Education intends to seek elector approval of any bond or tax measure, or the approximate date the JVSD intends to apply other local resources to use to pay the cost of the classroom facilities improvements and/or construction. \*

*\*The Commission recommends planning for a schedule of 18 months to complete the assessment and master-planning phase. The process may take less time to complete, but the JVSD should be aware that in no case will expenditures for construction contracts that were executed prior to the VFAP ELPP Project Agreement be considered for credit.*

#### **2. VFAP ELPP Application Form**

The VFAP ELPP application form requires the JVSD's superintendent's name, phone number, and address information, as well as a commitment of the estimated bond levy date, or expected date to begin using other local resources for the funding of facilities improvements.

A sample resolution and the application form are available on the Commission website at <http://www.osfc.state.oh.us>.

The Commission shall review applications for eligibility and forward notification of receipt to each school district. Eligible JVSDs will be contacted in order to begin the assessment and master planning process.

### **Phase Two – Facilities Assessment and Master Planning**

During Phase Two, the JVSDs and the Commission agree to the following:

- The Commission will conduct an assessment of the JVSD's classroom facilities pursuant to of the Ohio Revised Code Chapter 3318.02;

- The JVSD and the Commission will jointly develop a district-wide master facilities plan, pursuant to Commission requirements, which will accommodate the total student population as calculated by the Commission; and
- The Commission will determine a basic project cost for the entire district-wide master facilities plan.

### **Facilities Assessment**

Once the JVSD board has been notified that they are eligible to participate in the program, the Commission will add the JVSD to the schedule of school districts to be assessed. Commission representatives will coordinate with JVSD personnel and qualified design professionals to arrange the exact dates for their facilities assessment. Priority for the assessment process will be based on the availability of local funds for major construction and the relative wealth of the JVSD.

- The Commission will obtain the services of qualified professionals to perform on-site evaluations of each of the JVSD's existing classroom facilities. The on-site evaluations will adhere to assessment standards as defined by the Commission. The Commission encourages the JVSD to include the design architect, if already selected, in the review of the draft assessment report.
- The JVSD will provide any information available to assist in the identification of any areas of concern for conditions, which cannot be readily observed throughout the JVSD facilities.
- The scope of services provided by the assessment professional does not include invasive facilities and grounds investigation. Neither the JVSD nor the Commission has control over conditions that are hidden or otherwise unknown and the potential exists for the discovery of undocumented conditions that could result in adjustments to the project budget.
- The completed individual building assessments will be compiled into a single report that will be reviewed and discussed with the school district prior to its finalization. The Facilities Assessment Report is used to develop an estimated project budget and scope.
- Once the assessment report is finalized, the JVSD board shall submit a resolution to the Commission accepting the assessment report, acknowledging the limitations of the assessment and approving the use of the findings outlined in the final Facilities Assessment Report for the purpose of developing a master facilities plan.

### **Enrollment**

For the purpose of calculating student enrollment for career technical programs and joint vocational school districts the OSFC will determine the highest number of students attending the career technical program in the three academic school years (utilizing the

October student count) preceding the academic school year in which the district's master plan is approved by the Commission.

- 1) The students counted will include only eleventh and twelfth grade students enrolled in a career path technical program funded by the Ohio Department of Education.
- 2) The student count for the facility will be the sum of the full-time and part-time students in career path programs approved by the Ohio Department of Education.
  - OSFC will differentiate the full-time students from the part-time students for the purpose of appropriate allocation of square foot per student as defined in the Ohio School Design Manual including the Career Technical Supplement.
  - OSFC will differentiate students enrolled in "low bay" programs from students enrolled in "high bay" programs.
- 3) The student enrollment for the district will not include students from satellite career technical programs from associate districts if the commission has funded, or intends to fund, space for those students already.
- 4) Enrollment will not include students attending career technical programs in facilities other than those of the applying district. If a JVSD and the associate school district which is currently housing the satellite program each adopt school district board resolutions indicating the need to relocate the satellite program to the district and indicate the approximate date of relocation of the program, the Commission may include those identified students in the enrollment.

### **Master Facilities Plan**

Using the information provided in the final assessment report and the enrollment calculation, the Commission will work with the district to develop a master facilities plan (MFP). The MFP will define the total classroom facilities scope required to properly house the student population and eligible programs. The MFP may include the renovation of existing facilities as well as additions to existing facilities or the construction of new buildings. The Commission estimates a schedule of 18 months to complete the assessment and master-planning phase. The process may take less time to complete.

In addition, as part of the MFP approval process the district shall:

- The district shall review the proposed master facilities plan with interested parties from their community. Various plan options, which satisfy the policies and guidelines of the Commission, may be considered.
- The district shall explore the potential for the delivery of career technical programs by sharing the use of facilities at two-year technical schools,

community colleges, and other post secondary programs within the geographic area of the district and shall not select career technical programs for inclusion in the co-funded master facilities plan if reasonable opportunities exist for provision of the career technical program at other facilities. Districts will be required to demonstrate that they have worked with local higher education officials to maximize collaboration if the potential exists.

- The district shall comply with the provisions of the Ohio Administrative Code, Rule 3301-61-02 to ensure that the career technical programs the district selects for inclusion in the master facilities plan support workforce development goals. Districts will be required to demonstrate that they have worked with local economic development entities to ensure their program offerings reflect the current and future needs of local business and industry.
- In consultation with the Ohio Departments of Development and the Ohio Board of Regents, the Ohio Department of Education shall review and approve the list of planned career technical programs included in the master facilities plan. The Department shall notify the Commission and the JVSD of plan approval.

In accordance with the Ohio School Design Manual, Career Technical Supplement, the master plan shall comply with the planning standards and guidelines of the Commission unless otherwise waived by the Commission.

### **Limitations on Co-Funded Scope in the Master Facilities Plan**

#### **1) Space allocations for High Bay vs. Low bay programs**

- For students enrolled in high bay programs, a ratio of 30 students to one program will be used to determine the number of programs that will be funded in the master facilities plan. The calculation is based on dividing the number of students by 30. The resulting whole number will be the number of programs co-funded in developing the master facilities plan.
- For student enrolled in low bay programs, a ratio of 50 students to one program will be used for determining the number of funded low bay programs supported by the student enrollment. The calculation methodology is similar to that used for high bay programs.

#### **2) Space allocation for Full vs. Part time students**

- For full-time students, square footage will be assigned for academic space as well as career technical space.
- For part-time students, square footage will be assigned for career technical space only.

#### **3) Space Allocation for Adult Education**

State law prohibits the Commission from providing assistance for any part of a project that will be used exclusively for an adult education program, exclusively for operation of

a driver training school for instruction leading to the issuance of a commercial driver's license under ORC Chapter 4506 or other space not used for educational programs of the JVSD. Exemptions can be made for life safety items and basic building components necessary for complete and continuous construction or renovation of a classroom facility as determined by the Commission.

#### **4) Satellite Programs**

The Commission is prohibited by law from providing assistance under the Vocational Facilities Assistance Program to acquire classroom facilities for vocational educational instruction at a location under the control of a school district that is a member of a JVSD. Any assistance to acquire classroom facilities for vocational educational instruction at such location shall be provided to the school district that is a member of the JVSD through the Classroom Facilities Assistance Program.

#### **5) Equipment and Furnishings**

The project budget may include funding for the acquisition of vocational equipment and furnishings that would be provided to a district participating in the Vocational School Facilities Assistance Program, or that would be considered integral to the facility in the basic project cost. Examples may include:

- Paint booths and paint storage areas for Automobile and Agricultural Education programs
- Welding booths (but not welders) in welding and Agricultural Education Programs
- Air filtration and specialized HVAC
- Kitchens: walk-in freezers, stoves, other cooking units, and dishwashers

#### **Work in Addition to the Co-Funded Master Facilities Plan Scope**

A school district may choose to add or in certain cases be required to include in the project, work which is not part of the master facilities plan. In such cases, the JVSD provides all of the additional funding required for the design and construction of the additional work. Such scope and costs are referred to as "Locally Funded Initiatives (LFI)". The Commission will work with the JVSD to help determine which portions of its project will be considered LFI. LFI work scope and budget will be presented in a memorandum of understanding, executed between the JVSD and the Commission, for the purpose of tracking this work and associated expenditures. LFI work is funded solely by the JVSD.

A LFI will fall into one of four categories:

- Additional square footage in a new facility or addition, such as board offices or additional classrooms.
- Improvements associated with a renovation project beyond the scope of work funded by the Commission.
- Material or scope upgrade, such as adding additional casework to a classroom, program equipment, or a special feature of the facility or need for the site.
- Required LFI to renovate underutilized square footage.

### **The Memorandum of Understanding for the Locally Funded Initiative**

The memorandum shall specify:

- A detailed description of the scope of the LFI.
- The budget for the LFI and accompanying documentation detailing the proposed method of funding.
- The means for allocating the cost of the LFI and change orders if the LFI is integral to the co-funded project.

The memorandum may be amended by the Commission and the district throughout the project in order to add or delete scope to accommodate changes in available funding or the decision of the JVSD to add or delete LFI scope.

### **School Board Acceptance of the Master Facilities Plan**

Once the JVSD and the Commission have agreed to a final master facilities plan, and the Ohio Department of Education has confirmed compliance with Ohio Administrative Code, Rule 3301-61-02, the JVSD Board of Education will be required to approve the plan by formal resolution.

### **OSFC Approval of the Master Facilities Plan**

Once accepted by the JVSD board, both the Commission and Ohio State Controlling Board must approve the master plan for the plan to be finalized, however, no state funds will be encumbered under this program.

### **Phase Three – Discrete Portion / Funding / Project Agreement**

#### **Discrete Portion**

After having received the necessary master plan approvals, the school district may identify a discrete portion of the master facilities plan to fund using local resources, which shall include only new construction of, additions to, or major renovation of facilities, in which a single facility project is at least \$1 million, unless otherwise approved by the Commission. The Commission will work with the JVSD to identify qualifying scopes of work to be considered as the discrete portion. The discrete portion

will reflect the total scope of work that the district intends to pursue as a part of their VFAP ELPP project, including any locally funded initiatives and is subject to Commission approval.

### **Funding**

The Commission shall not approve a project agreement unless the JVSD treasurer certifies the availability of funds sufficient to cover the estimated cost of the discrete project scope and required maintenance fund. The entire amount of the local resources for the discrete project scope must be deposited in the appropriate JVSD fund as a condition precedent to Commission approval of a project agreement.

VFAP ELPP projects are funded in full by the JVSD. The state does not commit any funds at the time of the VFAP ELPP project. Qualifying expenditures are recorded for future credit against the required local share of the master plan at the time of VFAP participation. A JVSD's VFAP ELPP project may contain both qualifying and non-qualifying expenditures. Non-qualifying expenditures are referred to as Locally Funded Initiatives (LFI). The Commission will work with JVSDs to help determine which portions of their project will qualify as creditable expenditures as well as those portions that will be considered LFI.

JVSDs may fund their VFAP ELPP project through a variety of options that are which include:

- Bond levy
- Permanent Improvement Tax
- Local donated contribution, including an irrevocable letter of credit and cash-on-hand

The method of funding is a local decision but must comply with all applicable laws. For this reason the OSFC recommends that JVSDs seek the counsel of a qualified bond attorney in determining the most appropriate way to fund their VFAP ELPP project.

All local resources utilized for VFAP ELPP must first be deposited in the appropriate fund. JVSDs will be required to provide a full accounting of the fund upon request by the Commission. The JVSD Board of Education shall provide the Commission a copy of any audit report received from the Auditor of State.

*For audit purposes, the Commission requires evidence of the local share. The Commission will accept a deposit statement certified by the banking institution and a certification of local funds by the school district treasurer as acceptable evidence.*

### **Project Agreement**

In order for a vocational school district to participate in VFAP ELPP the JVSD's Board of Education and the Commission must enter into an agreement containing terms and conditions including but not limited to the following:

- Scope of the Project (discrete portion)
- Local Project Phase requirements
- Locally Funded Initiative requirements

- Reporting requirements
- Eligibility for State Assistance requirements
- Contract Administration requirements
- General Provisions
- Discrete Portion description
- Budget for the discrete portion
- Locally Funded Initiatives description
- Certification of funding
- Provisions for the determination of the Conditional Credit
- Provisions for the determination of the Adjusted Credit

Provisions that credit and/or reimburse the JVSD are contingent upon eventual participation by the district in VFAP and the execution of the entire master facilities plan.

The project agreement will be contingent upon the school district successfully raising the total amount of funding necessary to complete the school district's discrete portion. If, after one year from the date of Controlling Board approval of the school district's master plan, the school district has failed to secure the required funding, the ELPP Project Agreement shall become null and void. If the school district wants to continue its participation in ELPP, the master facilities plan cost estimates will be updated and subsequent approvals by the school district Board of Education, the Commission, and the state Controlling Board will be required. Until the school district secures the required funding, continued participation in ELPP will adhere to the one-year cycle as outlined above.

#### **Phase Four – VFAP ELPP Project**

##### **Local Administration and Project Delivery**

VFAP ELPP projects are locally administered projects. The design, bidding, construction contract award, construction management, construction claims management, and project closeout are the responsibility of the JVSD. The Commission is not a party to design professional contracts, CM contracts, construction contracts, or other consultant contracts engaged by the JVSD to facilitate their VFAP ELPP project. The Commission does not prescribe the project delivery model, nor does the Commission prescribe the form of contract for consultants. However, all projects associated with the co-fundable portion of the VFAP ELPP project are required to have bid documents prepared by a design professional licensed to practice in Ohio. Additionally, the school district is required to comply with all applicable laws with respect to the selection and hiring of consultants.

Because public school construction involves a large number of “stakeholders” and because the failure to have consensus of direction can be costly, the Commission recommends the development of a “partnering” arrangement to facilitate the strategic planning of work processes and dispute resolution protocol.

A reasonable fee structure for design professionals, construction managers, and partnering facilitation has been included in the development of the basic project cost.

##### **Reporting Requirements**

JVSDs participating in VFAP ELPP must agree to submit to the Commission conceptual plans, design development drawings, and statements of probable cost or cost estimates for each project during the project design phase to verify compliance with the Ohio School Facilities Design Manual.

JVSDs will be required to submit documentation and financial reporting for VFAP ELPP project bidding and construction phases, as specified by the Commission, to allow for accurate calculation of qualifying expenditures.

### **Maintenance**

JVSDs participating in VFAP ELPP are required to establish a maintenance fund and agree to a schedule of deposits based on the value of the discrete portion of the project. Districts are required to provide an amount equal to one and one half percent of the current insurance value of the facilities acquired under the project, for a period of 23 years, for the purpose of maintaining the completed school facilities. Each year, for twenty-three successive years after the commencement of a district's project, the board of education of that district shall deposit into a separate maintenance account or into the district's capital and maintenance fund established under ORC section 3315.18, JVSD moneys dedicated to maintenance of the classroom facilities. The value shall be subject to the approval of the Commission.

The OSFC will require a maintenance plan, including a proposed method of funding, for the maintenance of the completed VFAP project(s).

### **Project Design Requirements**

New construction projects under this program must comply with the Ohio School Design Manual (OSDM) and Career Technical Supplement. Renovation projects are required to satisfy the scope outlined in the Assessment Report as identified in the Master Facilities Plan. Renovation designs should comply, as is practical to do so, with the concepts, materials, and systems prescribed in the OSDM. For the purpose of ensuring compliance with those standards, four separate design phase submittals/approvals are required for each building project: Program of Requirements (POR), Schematic Design (SD), Design Development (DD), and Construction Documents (CD). The OSFC will work with a JVSD and their consultants to develop a project design schedule that will incorporate scheduled submittal dates as well as adequate review time. The JVSD Board of Education will be required to approve each phase by resolution. The Commission will review each phase for compliance with program requirements and shall approve compliant submittals. The Commission may grant conditional approval, which is contingent upon specified changes being incorporated into the next phase review submittal.

### **Phase 5 – Project Closeout and Future Credit**

#### **Project Closure**

Within six (6) months of occupancy of a completed VFAP ELPP project the JVSD and the Commission will develop a *Project Closeout Credit Report*. The Project Closeout Credit Report will reflect all creditable expenditures made by the JVSD and will show a conditional total credit amount. In the event that the JVSD has multiple VFAP ELPP projects, a Project Credit Closeout Report will be developed for each project. Each Project Credit Closeout Report will require approval from the JVSD Board of Education, and the Commission. Final determination of any amount to be credited against the local share of the basic project cost will be made by the Commission upon the JVSD's participation in the Vocational Facilities Assistance Program. The project(s) executed by the JVSD in VFAP ELPP will be evaluated at the time of participation in VFAP based on the assessment and master plan prepared at the time of participating in VFAP. Any work executed under the VFAP ELPP program that is abandoned or replaced under the VFAP project will not be credited.

### **Eventual Participation in VFAP**

Once a JVSD becomes eligible under ORC sections 3318.40 to 3318.45, the Commission will assess the facility needs of the district and develop a district-wide master plan taking into account the following:

- If work executed in the discrete portion constitutes a complete building, building addition or complete renovation of a building, the Commission shall not include this work in the reassessment.
- If work executed in the discrete portion must be replaced pursuant to the reassessment, the Commission may require that a JVSD pay the full cost of replacement. In no case shall the Commission both credit work in the discrete portion and also provide funding for replacement of the same work in the co-funded master plan.
- The Commission may, for good cause, waive its standards for replacement of facilities.
- State and local percentages of the basic project cost shall be determined based on the JVSD's three-year average valuation per pupil under section 3318.42 of the revised code in the fiscal year immediately preceding the year in which they become eligible to be served under ORC sections 3318.40 to 3318.45..
- The Commission shall deduct the JVSD's allowable expenditures under ORC 3318.46 from the districts portion of the overall project cost.
- If the expenditures are less than the total amount of the JVSD's share required for state assistance under ORC sections 3318.40 to 3318.45, the district shall pay any additional amount required.
- If the JVSD has spent more than the required local share on approved expenditures, the Commission may reimburse the JVSD for the amount spent above the required local share. The Commission shall not expend any state funds on a project in an amount greater than the state's portion of the basic

project cost. Any monies reimbursed to the JVSD shall be used to pay debt the district owes for facilities constructed under its project before such monies are applied to any other purpose.

### **Reimbursement / Credit towards Future Funding from the State**

Reimbursement from the Commission or credit towards a school district's local share will only occur if construction cost expenditures for the classroom facilities have been approved by the Commission. By law, the state will not reimburse a JVSD for any financing costs associated with acquiring funding for that construction.

The Commission's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the Commission or its building assistance programs, including the payments and other obligations that will become due hereunder when the JVSD becomes eligible for state building assistance under ORC sections 3318.40 to 3318.45, the Commission's obligations are terminated as of the date that the funding expires without further obligation of the Commission.

**OHIO SCHOOL FACILITIES COMMISSION**  
**VOCATIONAL FACILITIES ASSISTANCE**  
**EXPEDITED LOCAL PARTNERSHIP PROGRAM**  
**APPLICATION FORM**

**Overview Of Program Requirements**

- The School Building Vocational Facilities Assistance Expedited Local Partnership Program (VFAP ELPP) permits school districts that are over two years away from eligibility for state assistance under the Vocational Facilities Assistance Program (VFAP) to receive a district wide assessment and master plan from the Ohio School Facilities Commission (OSFC). Program participants may spend local resources on a separate and discrete part of their overall master plan and later deduct qualifying expenditures from the school district share under VFAP when the district becomes eligible for state assistance.
- The OSFC will assess the classroom facilities needs of participating districts and, in conjunction with the district, develop a district wide building facilities plan. The district may then expend any local resources, including the proceeds of bonds, to complete a discrete part of the overall master plan that is either new construction or major renovation.
- When a participating district later becomes eligible under VFAP, the Commission will reassess the classroom facility needs for the district, counting the qualifying local expenditure amounts already spent as part of the local share. If the district has spent more than the local share on approved expenditures, the state will reimburse the district for the amount spent above the approved local share.
- Any project approved under this program shall, where applicable, comply with the Ohio School Facilities Design Manual, Ohio Revised Code and Commission policies.

Date: \_\_\_\_\_

School District Name: \_\_\_\_\_

School District Address: \_\_\_\_\_

\_\_\_\_\_

County: \_\_\_\_\_

Superintendent Name: \_\_\_\_\_

Superintendent Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Superintendent E-Mail: \_\_\_\_\_

**A Resolution to Participate in VFAP ELPP must be adopted by the  
School District Board and accompany this Application Form.**

**Expedited Project Schedule**

If eligible to participate, when would your district likely go to the voters to pass a levy or obligate other local resources to construct or make major renovations to your facilities?

**Estimated Date of Future Levy or Bond Passage:** \_\_\_\_\_

**Does the district have funds currently available for a major new construction or major renovation project:** \_\_\_\_\_

**A Resolution to Participate in VFAP ELPP must be adopted by the School District Board and accompany this Application Form.**

(District Name)	SCHOOL DISTRICT
(County)	COUNTY
6/16/2006	DATE
<b>Final CFAP DMP-4(6-10-04)Rev.6-16-04</b>	
(Description of Master Plan)	

### CFAP Participant

Step 1. Assessed Valuation	\$ 81,872,723
Step 2. Net Bonded Indebtedness	\$ 586,552
Step 3. Project Cost	\$ 20,203,799
Step 4. Required level of indebtedness .05 + [.0002 x ( 23 percentile** - 1)] of assessed valuation*	5.44%
	\$ 4,453,876

Step 5. To increase the district's net bonded indebtedness to within \$5,000 of the required level of indebtedness the district would need additional bond debt of:

	<u>Worth of Local Share</u>
Step 4:	\$ 4,453,876
minus Step 2:	\$ 586,552
Total	<u>\$ 3,867,324</u>

Step 6. Required percentage of the project costs equals (.01 x basic project costs) x 23 percentile**	23.00% **
	<u>\$ 4,646,874</u>

Step 7. Amount of Bond issue or Alternative Funding must be the greater of

a. a required percentage of the project costs	<u>\$ 4,646,874</u>
b. the amount necessary to raise the net bonded indebtedness of the district to within \$5,000 of the required level of indebtedness	<u>\$ 3,867,324</u>
c. Therefore, the district's share would be for	<u>\$ 4,646,874</u>

STATE \$	15,556,925	77%
LOCAL \$	4,646,874	23% <i>not including required LFI</i>
TOTAL \$	<u>20,203,799</u>	

**TOTAL LOCAL SHARE: \$6,546,781 PLUS REQUIRED LFI \$1,454,339 = \$8,001,120**

STATE \$	15,556,925
LOCAL \$	6,101,213
TOTAL \$	<u>21,658,138</u>

\*District's valuation for the year preceding the year in which the Controlling Board approved the project under 3318.04 of the O.R.C.

\*\*Percentile in which the district ranks. (By law, the minimum State share is 5%; therefore, all districts in the 95-100 percentile are shown as 95%).

12/15/06

<b>(District Name)</b>	SCHOOL DISTRICT
<b>(County)</b>	COUNTY
<b>6/1/2006</b>	DATE

**CFAP-MP 2 Final (5-26-05)**

(4) New Elementary K-6: Add/Reno to High School

Demo 4 (four) Elementary buildings; 1 (one) Jr. High building and 1 (one) Middle building.

**CFAP ELPP Participant****28% Local Share based on FY01***(see attached ELPP Agreement dated May 2002 )*

Step 1. Project Cost	\$	<u>49,781,716</u>	
Step 2. ELPP Credit (Estimated)	\$	<u>18,979,064</u>	<i>(See Note 1)</i>
Step 3. Total Master Plan Cost	\$	<u>68,760,780</u>	

STATE \$	49,507,762	72%
LOCAL \$	<u>19,253,018</u>	28% <i>without LFIs (See Note 2)</i>
TOTAL \$	68,760,780	

Step 4: Adjust Local Share to include ELPP Credit &amp; Project Agreement LFIs:

LOCAL \$	19,253,018	
ELPP Credit (Est.) \$	<u>18,979,064</u>	<i>(See Note 1)</i>
Adjusted LOCAL Share \$	<u>273,954</u>	<i>(See Note 3)</i>
Project Agreement LFIs total \$	<u>1,000,000</u>	<i>(See Note 4)</i>
Total Adjusted LOCAL Share \$	<u><b>1,273,954</b></u>	<i>(See Note 5, 6)</i>

Step 5: Adjusted Master Facility Plan Cost After Subtraction of ELPP Credit:

STATE \$	49,507,762
Additional LOCAL Amount Required \$	273,954 <i>w/o LFIs</i>
Reimbursement of ELPP Credit \$	<u>0</u>
PROJECT COST	49,781,716

Step 6: Total Master Plan Cost including Project Agreement LFIs:

STATE \$	49,507,762
LOCAL \$	<u>20,253,018</u> <i>with LFIs</i>
TOTAL \$	69,760,780

Note 1: Subject to final reconciliation which may affect final Local Share amount.

Note 2: All budget adjustments on co-funded project shall use this percentage share.

Note 3: Additional amount required (if positive number) or Amount to be reimbursed by State (if negative number).

Note 4: Project Agreement LFIs only.

Note 5: Total LOCAL share required for participation.

Note 6: ELPP credit above required local share cannot be applied to project LFI.

12/15/06

<b>(District Name)</b>	SCHOOL DISTRICT
<b>(County)</b>	COUNTY
<b>6/16/2006</b>	DATE
<b>Final ENP DMP-4(6-10-04)Rev.6-16-04</b>	
(Description of Master Plan)	

**ENP Participant**

Step 1. Assessed Valuation	N/A
Step 2. Net Bonded Indebtedness	N/A
Step 3. Project Cost	\$ 20,203,799
Step 4. Required level of indebtedness .05 + [.0002 x ( 23 percentile** - 1)] of assessed valuation*	5.44%
	N/A

Step 5. To increase the district's net bonded indebtedness to within \$5,000 of the required level of indebtedness the district would need additional bond debt of:

	<u>Worth of Local Share</u>
Step 4:	N/A
minus Step 2:	-
Total	N/A

Step 6. Required percentage of the project costs equals (.01 x basic project costs) x 23 percentile**	23.00% **
	\$ 4,646,874

Step 7. Amount of Bond issue or Alternative Funding must be the greater of	
a. a required percentage of the project costs	\$ 4,646,874
b. the amount necessary to raise the net bonded indebtedness of the district to within \$5,000 of the required level of indebtedness	N/A
c. Therefore, the district's share would be for	\$ 4,646,874

STATE \$	15,556,925	77%
LOCAL \$	4,646,874	23% <i>not including required LFI</i>
TOTAL \$	<u>20,203,799</u>	

**TOTAL LOCAL SHARE: \$6,546,781 PLUS REQUIRED LFI \$1,454,339 = \$8,001,120**

STATE \$	15,556,925
LOCAL \$	6,101,213
TOTAL \$	<u>21,658,138</u>

\*District's valuation for the year preceding the year in which the Controlling Board approved the project under 3318.04 of the O.R.C.  
 \*\*Percentile in which the district ranks. (By law, the minimum State share is 5%; therefore, all districts in the 95-10 percentile are shown as 95%).

<u>(District Name)</u>	JOINT VOCATIONAL SCHOOL DISTRICT
<u>(County)</u>	COUNTY
<u>6/6/2006</u>	DATE

FINAL VFAP MP 1

(Description of Master Plan)

**VFAP Participant**

Step 1. Project Cost	<u>\$15,555,182.01</u>
----------------------	------------------------

Step 2. Required percentage of the project costs	<u>25.00% **</u>
equals	<u>\$ 3,888,796</u>
(.01 x basic project costs) x 25 percentile**	

Step 7. Amount of Bond issue or Alternative Funding must be the greater of:

a. a required percentage of the project costs	<u>\$ 3,888,796</u>
---	---------------------

c. Therefore, the district's share would be for	<u>\$ 3,888,796</u>
---	---------------------

STATE \$	<u>11,666,387</u>	75%
LOCAL \$	<u>3,888,796</u>	25% <i>not including required LFI</i>
TOTAL \$	<u>15,555,182</u>	

**LFI:**

District Offices \$	140,339
Mezzanines \$	136,324
Adult Education \$	497,112
<b>Total Required LFI \$</b>	<u>773,775</u>

**TOTAL LOCAL SHARE: \$3,888,796 PLUS REQUIRED LFI \$773,775 = \$4,662,571**

STATE \$	<u>11,666,387</u>	
LOCAL \$	<u>4,662,571</u>	<i>including required LFI</i>
TOTAL \$	<u>16,328,957</u>	

\*\*Percentile in which the district ranks. (By law, the minimum State share is 5%; therefore, all districts in the 95-100 percentile are shown as 95%).

12/15/06



# Ohio School Facilities Commission

## CLASSROOM FACILITIES ASSISTANCE PROGRAM

### PROJECT AGREEMENT

This Project Agreement ("Agreement") is made and entered into by and between the *Ohio School Facilities Commission* ("Commission") and the Board of Education of the \_\_\_\_\_ *School District*, \_\_\_\_\_ *County*, ("School District Board"), pursuant to Section 3318.08 of the Ohio Revised Code ("ORC").

*WHEREAS*, the Commission, created pursuant to Section 3318.30, ORC, is a body corporate and politic, an agency of state government and an instrumentality of the State of Ohio ("State"), performing essential government functions of the State; and

*WHEREAS*, the School District Board is acting as an agency of state government, performing essential functions of government pursuant to Chapter 3318, ORC; and

*WHEREAS*, the School District Board and the Commission have approved a Master Facilities Plan describing the classroom facilities needs of the entire student population of the district, and the total budget for the Project; and

*WHEREAS*, the School District Board hereby concurs with, and approves the use of, the findings outlined in the final "Facilities Assessment Report" dated \_\_\_\_\_, including any revisions and/or updates that have been incorporated into the final Master Facilities Plan approved by the School District Board as of \_\_\_\_\_. The School District Board and Commission understand that the use of the Facilities Assessment Report is for the purpose of developing an estimated project budget and scope and that the potential for undocumented conditions that could increase the final cost of the project exists; and

*WHEREAS*, the School District Board hereby concurs with and approves the use of the Enrollment Report dated \_\_\_\_\_. The School District Board and the Commission acknowledge that actual enrollment status will be reviewed annually.

*WHEREAS*, the School District Board and the Commission acknowledge that time is of the essence to the Project Agreement and all obligations hereunder; and

*WHEREAS*, the County Board of Elections has certified the results of the School District Board's election held on \_\_\_\_\_, *<or>* the School District Board has certified the deposit of the local share amount and maintenance funding required for funding by the Commission;

*NOW, THEREFORE*, in consideration of the mutual promises herein contained, the School District Board and the Commission agree to cooperate in the design, construction and closeout described herein and as follows.

#### I. SCOPE OF THE PROJECT

A. The parties agree the Master Facilities Plan (the "Project" for purposes of this Agreement) shall be described as follows (100% cap on any renovations listed here):

- B. The Commission and the School District Board agree that the Project shall, where applicable, comply with the Ohio School Design Manual ("Design Manual") and Commission policies, unless a variance is approved by the Commission.
- C. The total budget for the Project is \_\_\_\_\_ *Dollars* (\_\_\_\_\_). The State's share of the total Project budget shall be \_\_\_\_\_ *Dollars* (\$\_\_\_\_\_). The School District Board's local share of the total Project budget shall be \_\_\_\_\_ *Dollars* (\$\_\_\_\_\_), and funded as set forth in Article III of this Agreement.
- D. **Locally Funded Initiatives ("LFI"):** The School District Board's Project Agreement LFI is \_\_\_\_\_ *Dollars* (\_\_\_\_\_ ) which represents the cost for the following scope: \_\_\_\_\_ for a total local share in the amount of \_\_\_\_\_ (\$\_\_\_\_\_ ) for which the School District Board is responsible in its entirety. The LFI listed in this section constitutes a "required locally funded definition" for debt purposes per ORC 133 (I). Other LFI's not specifically referenced in this Agreement may be addressed through the process described in Section VII of this Agreement.
- E. **Allowances.** Any allowance provided in the total budget indicated in Paragraph C above is set forth below. The State share of any unused portion of an allowance shall be withheld by, or returned to, the Commission upon completion of the Project.
1. **Optional Demolition Allowance.** If the School District Board elects to demolish a facility, the School District Board shall comply with Section 3313.41, ORC throughout the Project and shall notify the Department of Education and the Ohio Community School Association when the School District Board plans to dispose of facilities by sale under Section 3313.41, ORC. The School District Board's representation of continued compliance with Section 3313.41, ORC shall be evidenced by the School District Board's approval of the quarterly draw request. The amount of the Optional Demolition Allowance is \_\_\_\_\_ *Dollars* (\$\_\_\_\_\_ ) of which \_\_\_\_\_ *Dollars* (\$\_\_\_\_\_ ) is for hazardous material removal. A condition precedent to the Commission's approval of a contract for demolition of a facility shall be the School District Board's verification of compliance with Section 3313.41, ORC.
  2. **Swing Space Allowance.** The amount of the Swing Space Allowance is \_\_\_\_\_ *Dollars* (\$\_\_\_\_\_ ).
  3. **Other Allowance.** An allowance is provided in the budget for \_\_\_\_\_. The amount of the allowance is \_\_\_\_\_ *Dollars* (\$\_\_\_\_\_ ).
- F. **School District Board Due Diligence for Proposed Sites.** Prior to commencement of the design of a facility, the School District Board shall provide a description of the site selected for a facility for the Commission's review in accordance with Section 3318.08, ORC and Commission policies. In the event of an unforeseen condition requiring environmental remediation of the site, the School District Board shall be solely responsible for the costs.

## II. OWNERSHIP OF THE PROJECT

- A. Ownership of the Project during the period of design and construction, through execution by the School District Board and the Commission of a Certificate of Completion of the Project Agreement, shall be shared between the Commission and the School District Board according to their respective contributions.
- B. Upon completion of the construction of the Project, the Commission's direct interest and participation in the Project is concluded. The Commission's interest is considered transferred to the School District Board. The School District Board shall assume sole responsibility for property ownership and facilities management, including the responsibility for enforcement of warranties and guarantees associated with the Project.
- C. The School District Board shall not use any of the Classroom Facilities constructed pursuant to this Agreement for any purpose other than for an educational purpose.

**SCHOOL DISTRICT BOARD SHARE OF BASIC PROJECT COST**

A. The Commission will require, as a condition precedent to execution of this Agreement and release of state funds, a certification by the School District Treasurer that the local share amounts listed in Section III (A)(2), (3) and (4) (a) or (b) below are fully deposited in the Project Construction Fund. The Commission reserves the right to audit the Fund or any expenditure related to the Fund or the Project.

**1. CFAP Bonds or Notes with Language per ORC 3318**

- a. The School District Board agrees to sell bonds or notes in an amount not less than \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in an amount established pursuant to Section 3318.05(A), ORC. Such bonds shall be issued in accordance with Sections 3318.05, 3318.06 (or 3318.062), ORC and R.C. 3318.08(A), and these sections shall govern any additional sale of bonds or notes sold by the School District Board for the Project. All such bonds and notes shall be issued in accordance with the provisions of Chapter 133, ORC, and such bonds or notes may be renewed as provided in Section 133.22, ORC.
- b. The proceeds of any such bonds or notes, except any premium, accrued interest and interest included in the amount of the bonds or notes, shall be used first to retire any bond anticipation notes issued by the School District Board for the Project.
- c. Within 30 days after the sale of bonds or notes issued pursuant to Article III (A)(1)(a), the School District Board shall deposit into the Project Construction Fund \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) from the proceeds of the sale of bonds or notes, as specified above.

**2. Property Tax/Income Tax Levy**

The School District Board agrees to deposit into the Project Construction Fund immediately upon execution of this Agreement the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) from the proceeds of bonds leveraged by a property tax levy or income tax levy, or a combination of both as authorized by Section 3318.052, ORC.

**3. Local Donated Contributions**

- a. **Federal Grant Moneys:** The School District Board agrees to deposit into the Project Construction Fund immediately upon execution of this Agreement the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in federal grant moneys received by the School District Board which can be applied to the Project cost.
- b. **Moneys Donated or Granted; Letters of Credit; Cash on Hand; Non 3318 Bond:** The School District Board agrees to deposit into the Project Construction Fund immediately upon execution of this Agreement the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in local donated contributions as authorized by Section 3318.084, (A)(1), ORC. For purposes of this paragraph, a "local donated contribution" is any resource described in Division (C)(1) or (C)(2) of Section 3318.084, ORC but does not include direct spending by a third party source, as defined in Division (C)(3) of Section 3318.084, ORC.
- c. **Local Contribution Spent Directly By A Third Party Source.** Any moneys spent directly by a source other than the School District Board or the State for work that is part of the Master Facilities Plan may be counted as a local donated contribution pursuant to Section 3318.084 (C)(3), ORC. In such cases, the School District Board, the Commission, and the entity providing the local donated contribution must enter into a separate agreement in compliance with Section 3318.084 (C)(3), ORC to identify the classroom facilities to be constructed or renovated and the maximum amount of credit to be allowed for those expenditures. In any case where the School District Board's local share is effectively reduced by a local contribution spent by a third party source, the parties agree to amend this Agreement to reflect any reduction in the amount of the local share amount in the Project Construction Fund.

**4. Credit**

- a. The School District Board has completed a project under the Expedited Local Partnership Program and has signed a certificate of completion with the Commission for the project in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Pursuant to Section 3318.36(E)(1), ORC, this amount shall be deducted from the local share of the new basic project cost in Section I.C. above. If the ELPP credit amount is less than the amount in Section I.C., the School District Board shall provide the difference through one or more of the methods described in III.A.1 to III.A.3 above. If the ELPP credit amount is greater than the amount in Section I.C., the Commission may grant to the School District Board the difference.
- b. The School District Board has made expenditures on a project under the Expedited Local Partnership Program under Section 3318.36(D)(1) but has not yet signed a certificate of completion. It is estimated that the amount of the ELPP project, when completed, will be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Within 30 days of the signing of the certificate of completion by the School District Board and the Commission, the School District Board will, if the actual amount is higher than the estimated amount, transfer the difference out of the project construction fund, or, if the estimated amount is higher than the actual amount, deposit the difference into the project construction fund.
- c. The School District Board has made expenditures outside of the Project Construction Fund which will not result in a certificate of completion under ELPP, but which are recognized by the Commission as a local share contribution to the project, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).
- d. Within twelve (12) months after execution of the Project Agreement or within 3 months of the Expedited Local Partnership Program - Closeout Credit Report, the School District Board shall complete a final report of the amount of the credit for approval by the Commission. The School District Board shall increase or decrease its local share deposited in the Project Construction Fund to reflect any changes made by the Commission to the amount shown above.

**IV. MAINTENANCE OF COMPLETED FACILITIES****A. Maintenance Fund.**

1. The School District Board shall levy an additional tax of a minimum of one-half mill for each dollar of valuation for the maintenance of the Project, pursuant to, and in accordance with the requirements of Sections 3318.05 (B), 3318.06 (A)(2)(a) and (A)(3), and 3318.17 ORC
2. In the alternative, the School District Board may elect, pursuant to Sections 3318.05 (C), and 3318.06 (A)(2)(b), ORC, to satisfy its local maintenance requirement by earmarking from the proceeds of an existing permanent improvement tax levied under Section 5705.21, ORC an amount equivalent to the amount of the additional tax described in Section IV (A)(1) above (*Exhibit A - Resolution Authorizing the School District Board to Earmark Dollars to the Maintenance Fund (Fund 034) attached*).
3. In the alternative, the School District Board may elect to satisfy its local maintenance requirement by applying the proceeds of a property tax or the proceeds of an income tax, or a combination thereof, pursuant to Section 3318.052, ORC.
4. In the alternative, the School District Board may, pursuant to Section 3318.061, ORC, extend a previously approved tax of one-half mill for each dollar of valuation levied as a condition of participating in a previous state school building assistance program by a number of years so that one-half mill will be collected for at least twenty-three years from the completion of this Agreement.
5. Pursuant to Section 3318.084, ORC, the School District Board may apply any local donated contribution as an offset of all or part of a district's obligation to levy the tax described in Section IV (A)(1) above. The School District Board shall deposit in the maintenance fund any local donated contribution to serve as an offset of all or a portion of the amount that the Commission, in consultation with the Department of Taxation, determines is likely to be generated by a tax of one-half mill for each dollar of valuation over a period of twenty-three years. In the event that School District Board chooses this option, the Commission, at the end of the twenty-three year period, shall recalculate the amount that would have been generated by the tax described in Section 3318.05 of the Revised Code if it had been levied at one-half mill. If the actual amount generated over that period is less than the amount that would have been raised by a one-half mill tax, the district shall pay into the maintenance fund the difference, pursuant to Section 3318.084 (B) of the Revised Code.

Pursuant to Sections 3318.08(E) and 3318.084(D)(2), ORC, the Commission may approve a stipulation by the School District Board that the Treasurer will have deposited the full amount of the maintenance fund requirement from local donated contributions by the anticipated completion date of the Project according to a schedule for deposit of such money approved by the Commission.

6. Pursuant to Section 3318.051, ORC the School District Board may transfer district funds from existing sources into the Maintenance Fund. The School District Board must obtain from the Commission a Letter of Approval for this option. The School District Board is required to deposit at least one-half mill for each dollar of valuation annually into the fund for a period of twenty-three years and comply with provisions of Section 3318.051. If this option is selected, the letter shall be attached to this Agreement as an Appendix.
7. The option (or options) elected by the School District Board is (are) \_\_\_\_\_ (enter #1, #2, #3, #4, #5 and/or #6 as more fully described above). If option #2, #3, #4 #5 and/or #6 are elected, the School District Board shall list the exact dollar amounts and year of deposit which shall be attached to this Agreement as an Appendix.
8. In the event that the School District Board elects to satisfy the maintenance fund requirement through Option #2, #3, #4, #5 or #6, the Commission will require, as a condition precedent to execution of this Agreement, certification from the School District Treasurer of the amounts deposited in the maintenance fund, or the earmarked annual revenue collection that will be deposited in the maintenance fund.

- B. **Maintenance Plan.** The School District Board shall submit to the Commission for approval a plan for the preventative maintenance of each completed facility according to procedures specified by the Commission. The School District Board acknowledges that: 1) allowable uses for the maintenance fund shall be the maintenance and repair of the completed facilities, including preventative maintenance, periodic repairs, and the replacement of facility components; 2) that routine janitorial and utility costs, equipment supplies and personnel associated with the day-to-day housekeeping and site upkeep per normal and customary standards are not allowable expenditures under the parameters of the maintenance fund; and 3) that the actual use of the maintenance fund, according to the terms of the approved Maintenance Plan, is subject to audit.
- C. **Use of Half Mill Maintenance Levy Proceeds for Improvements.** Section 3318.053, ORC permits a School District Board to use proceeds from the one-half mill maintenance tax described in Sections 3318.05 (B) and (C), ORC for infrastructure improvements on and leading to the project sites that are not included in the total project budget. The School District Board may only use these proceeds during the three-year period following the execution of this Agreement. If the School District Board intends to use the proceeds of one-half mill tax in this manner, it shall include that fact as part of the purpose of the levy in the ballot language proposing it.

## V. STATE SHARE OF PROJECT COST

- A. The Commission shall cause the moneys for the State's share of the Project cost, or the applicable portion thereof, to be transferred to the Project Construction Fund from moneys appropriated by the General Assembly and encumbered for such purpose, from time to time, as may be necessary to pay obligations incurred pursuant to the terms of this Agreement. Such deposit will be pursuant to complete and accurate quarterly draw requests, executed by the School District Treasurer and approved by the Commission. Breach or material non-compliance of this Agreement on the part of the School District Board, after opportunity to cure, may obviate any Commission obligations with respect to the deposit of funds.
- B. All monies appropriated by the General Assembly and encumbered to pay the State's share of the Project cost shall be spent on the construction of the Project prior to the expenditure of any funds provided by the School District Board for its share of the Project cost, unless the School District Board certifies to the Commission that expenditure by the School District Board is necessary to maintain the tax exempt status of notes or bonds issued by the School District Board to pay for its share of the Project cost or to comply with applicable temporary investment periods or spending exception to rebate as provided for under Federal Law in regard to those notes or bonds, in which case, the School District Board may commit to spend, or spend such necessary portion of funds it provides. The Commission acknowledges the School District Treasurer's representation of intended local share spending on the quarterly draw request to constitute a certification of necessity.
- C. The amount of state appropriations to be encumbered for the Project in each fiscal biennium shall be determined by the Commission based on the Project's estimated construction schedule for that biennium. In each fiscal biennium subsequent to the first biennium in which state appropriations are encumbered for the Project, the Project has priority for state funds over Projects for which initial State funding is sought.

**VI. THE PROJECT CONSTRUCTION FUND**

- A. The School District Board acknowledges that proper management of the Project Construction Fund (“Fund”) is an essential requirement of the Project. The School District Board shall identify and describe any fund or account, other than the Project Construction Fund, that is related to the Project. The School District Board shall establish escrow accounts required by law for retainage on trade contracts.
- B. All investment earnings of the Fund shall be credited to the Fund. The School District Board shall maintain a separate account of the investment earnings attributable to the respective contributions to the Fund by the School District Board and the Commission. The School District Board shall report accurate interest earnings to the Commission on the quarterly draw request.
- C. The School District Board shall disburse moneys from the Fund, including investment earnings credited to the Fund, upon approval by the Commission, which shall be evidenced by the consent of the Construction Manager. All vouchers must be approved by the School District Board or designee, and by the Construction Manager as the Commission’s designee, prior to any payment by the School District Board. The School District Board shall review and reconcile the Treasurer’s log with records maintained by the Construction Manager on a quarterly basis.
- D. Transactions involving the Fund shall be restricted to: 1) payments for professional design and administration services, 2) payments to contractors who have performed work on the Project, 3) purchases related to the Project, and 4) any transactions authorized necessary or appropriate for establishing and administering investment accounts. Limited expenditures made by a School District Board for the Project prior to execution of a Project Agreement may be approved for reimbursement, subject to all approvals required for other transactions involving the Fund. No Fund moneys or interest thereon shall be spent for any items inconsistent with the provisions of the Design Manual and Commission policies, unless a variance is approved by the Commission.
- E. The School District Board shall not transfer or pursue any other transaction to remove moneys from the Fund to any other fund or account except as permitted by this Agreement or with the written approval of the Commission.
- F. The School District Board may, in accordance with Section 3318.12 (B)(2), and by a duly adopted resolution, choose to use all or part of the investment earnings of the School District’s project construction fund that are attributable to the School District’s contribution to the fund to pay the cost of classroom facilities or portions or components of classroom facilities that are not included in the School District’s basic project cost but that are related to the School District’s project. However, if the School District Board chooses to use any or all of the investment earnings in this manner, and, subsequently, the cost of the project exceeds the amount in the project construction fund, the School District Board shall restore to the project construction fund the full amount of the investment earnings used under division (B)(2) before any additional state moneys shall be released for the project.
- G. The School District Board shall provide a full accounting of the Fund, upon request of the Commission. The School District Board shall provide the Commission a copy of any audit report received from the Auditor of State immediately upon receipt. The report may be provided in hard copy or by electronic medium. The Commission reserves the right to audit the Fund, or any expenditure related to the Fund or the Project.
- H. The contingency reserve portion of the construction budget shall be used only to pay costs resulting from unforeseen job conditions, to comply with rulings regarding building and other codes, to pay costs related to design clarifications or corrections to contract documents, and to pay the cost of settlements and judgments related to the Project, unless otherwise approved by the Commission.
- I. If any moneys remain in the Fund after the Project has been completed, they shall be disbursed as follows:
1. At the discretion of the School District Board, any investment earnings remaining in the project construction fund that are attributable to the School District Board’s contribution to the Fund shall be: retained in the project construction fund for future projects; transferred to the District’s Maintenance Fund and used solely for maintaining the classroom facilities included in the project; or transferred to the School District’s permanent improvement fund.
  2. Any investment earnings remaining in the project construction fund that are attributable to the state’s contribution to fund shall be returned to the Commission for expenditure pursuant to Section 3318.01 to 3318.20 or sections 3318.40 to 3318.45 of ORC.
  3. Any other surplus remaining in the project construction fund after the project has been completed shall be returned to the Commission and the School District Board in proportion to their respective contributions to the fund, upon execution of the certificate of completion.

Pursuant to Section 3318.083 and 3318.12, ORC, if the Fund, including all investment earnings credited to the Fund, and any interest earned through completion of the Project, becomes depleted by payments of proper Project costs, the School District Board and the Commission shall complete the Project, with each contributing additional moneys in proportion to their respective original contributions to the Fund, provided there are appropriated moneys available to the School District Board and the Commission and the Controlling Board approves the use of those moneys for completion of the Project. The procedures provided in Commission Rule 3318-4-02 shall be implemented to modify the scope of work or total budget for the Project, pursuant to Rule 3318-05-04. The Commission will not share proportionally in the cost of any renovation project that exceeds the total amount of cost that would have been budgeted for new construction. Any interest earnings transferred from the School District's project construction fund as authorized in division (B)(2) of Section 3318.12 ORC shall be restored to the project construction fund, in the full amount of the investment earnings used. In addition, no additional State contribution to the Fund shall be made unless the School District Board's pro-rata share of the increase is deposited into the Fund.

- K. The procedures provided in Commission Rule 3318-4-02 shall be implemented to modify the scope of work or total budget for the Project in situations where the student enrollment declines to such an extent that additional classroom facilities are not necessary to house the total student population at the time the Project is complete. The School District Board and the Commission agree that time is of the essence with respect to any changes in the Master Facilities Plan and that all decisions regarding changes shall be expedited. The School District Board's actual enrollment status will be monitored annually and enrollment report updates may be requested by the Commission which may result in revisions to the Master Facility Plan.
- L. If a School District Board receives any monies, credits, grants or other type of reimbursement of any kind as a result of an expenditure from the project account, such monies, credits, grants or other type of reimbursement of any kind shall be credited to the project fund account, without regard to the proportional contributions of the parties.

#### **VII. LOCALLY FUNDED INITIATIVES ("LFI"):**

- A. The School District Board may elect to add to the scope of any Project and separate fund a scope of work, a LFI, which involves improvements to all or part of the Project funded through the Commission. The School District Board may request the Commission to approve the incorporation of the design and construction of the LFI into the overall Project.
- B. Whenever a LFI will be purchased through contracts that are subject to the Commission's approval, a Memorandum of Understanding (MOU) will be executed by the School District and the Commission, setting forth specific terms and conditions. A separate MOU should be executed for each building.
- C. If the School District Board elects to utilize the Architect and Construction Manager selected for the Commission funded Project, the fees for services shall not be less than the co-funded project fee percentages in comparison to the construction budgets unless approved by the Commission.
- D. The School District Board will assume all of the financial responsibility for the LFI and establish a Local Initiative Fund or special cost center in a fund other than Fund 010 to account for the local resources supporting the LFI. The School District Board will deposit the required money prior to certification of availability of funds.
- E. The Commission may designate a material, system or design feature as a LFI when the estimated cost of a project at the completion of a design phase exceeds the approved budget for the project, in situations where an alternative Design Manual compliant material, system or design feature would reduce the amount of the budget overrun.

#### **VIII. CONTRACT ADMINISTRATION**

- A. The School District Board shall select a qualified professional design firm, ("Architect"), to prepare plans, specifications and estimates of cost for bidding the work necessary for the Project. The School District Board shall comply with requirements of Section 153.65 to 153.71, ORC, in selecting and contracting with the Architect. The Commission shall provide the form of Agreement for the Architect and the Commission shall approve the Agreement, pursuant to Section 3318.091, ORC. Contracts awarded to firms with principles which exceed the contribution limits applicable to the contract authority as set for in all ethics and campaign contribution laws will not be approved by the Commission.

- B. The Commission shall select a Construction Manager in accordance with Section 9.33 et. seq., ORC, and enter into an Agreement negotiated by the Commission for construction management services. In that Agreement, the Commission and the Construction Manager shall each acknowledge that the School District Board is an intended third party beneficiary of the Agreement, so as to permit the School District Board to obtain full performance of the Construction Manager's obligations under the Agreement.
- C. The Standard Conditions of Contract provided by the Commission and in effect at the time of the applicable bid advertisement for the Project shall apply to the Project. The Standard Conditions may only be amended by Special Conditions approved by the Commission. As a special condition of contract, the School District may adopt, in part or in whole, and as may be periodically amended, the responsible bidder criteria adopted by the Commission as Resolution #07-98. The School District Board, with the approval of the Commission, shall competitively bid, execute and administer contracts for construction on the Project and all other contracts as necessary, in compliance with applicable federal, state and local statutes, ordinances, codes and regulations. Contracts awarded to firms with principles which exceed the contribution limits applicable to the contract authority as set for in all ethics and campaign contribution laws will not be approved by the Commission.
- D. The Commission and the School District Board shall each designate a representative authorized to act on their behalf with respect to decisions required by this Agreement and required during the course of the Project. Pursuant to Section 3318-2-04, of the Ohio Administrative Code, the Commission may authorize the Executive Director or the Executive Director's designee to take actions necessary for the performance of this Agreement. The School District Board acknowledges the potential that special meetings may be required for timely execution of decisions and agrees to schedule special meetings as necessary.
- E. The Commission has pre-qualified firms to provide Partnering, Maintenance Planning and Commissioning services. The cost of basic services provided by one of the pre-qualified firms shall be an eligible project cost.
- F. The "Encouraging Diversity, Growth, and Equity" (EDGE) business development program created pursuant to Ohio Revised Code Section 123.152 and amplified under the rules promulgated there under in the Ohio Administrative Code is applicable to the project.

#### IX. GENERAL PROVISIONS

- A. **Insurance.** The School District Board shall insure the Project for building risk as soon as the School District Board has an insurable interest therein in such amounts and against such risks as the Commission and the School District Board shall agree and shall maintain that insurance during construction. The cost of such insurance shall be payable from the Fund. The School District Board shall insure the Project for Builders Risk and Professional Liability as soon as the School District Board has an insurable interest therein in such amounts and against such risks as the Commission and the School District Board shall agree and the School District Board shall maintain such insurance throughout construction. With the approval of the Commission, the School District Board may purchase other insurance policies for benefit of the Project. The cost of the builders' risk and professional liability insurance and other such insurance policies approved by the Commission shall be payable from the Fund.
- B. **Termination.** This Agreement shall be terminated, and the moneys that were encumbered at the time of the Project's conditional approval by the Commission shall be released for other purposes, if the proceeds of the sale of the bonds or notes of the School District Board, or other lawful alternative funding sources are not paid into the Fund, or if bids for initial contracts for the construction of the Project have not been taken within 24 months after the execution of this Agreement, or such later date as may be approved by the Commission. Additionally, this Agreement may be terminated for convenience by either party upon sixty days notice. Upon such notice, the State share of the project construction fund shall be returned to the Commission within thirty days of all termination costs being paid out of the project construction fund.
- C. **Capitalized Terms.** Capitalized terms in this Agreement shall have the same meaning as those defined in Chapter 3318, ORC, unless otherwise defined herein or unless another meaning is indicated by the context.
- D. **Entire Agreement.** This Agreement is the entire and integrated Agreement between the Commission and the School District Board and supersedes all prior negotiations, representations or agreements, either written or oral.
- E. **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.

**Conditions to Validity.** None of the rights, duties and obligations contained in this Agreement shall be binding on any party hereto until all legal requirements have been complied with, including without limitation that the Director of Budget and Management of the State first certifies that there is a balance in the appropriation not already obligated to pay existing obligations, as required by Section 126.07, ORC, all necessary funds are available from the applicable state agencies or instrumentalities and, when required, the expenditure of such funds is approved by the Controlling Board of the State of Ohio or other applicable approving body.

G. **Successors and Assigns.** The Commission and the School District Board, 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.

H. **Law of Ohio.** This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the State of Ohio shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

I. **Legal Representation.** The School District Board and the Commission understand that each party will bear its own legal costs incurred in the administration of the project and such costs will not be considered an expenditure out of the project construction fund, except as otherwise may be agreed to by the parties.

J. **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.

K. **Amendment.** This Agreement may be amended only by an amendment executed by both the Commission and the School District Board.

L. **Effective Date.** This Agreement shall become effective on the last date of signature by the President and Treasurer of the School District and Executive Director of the Commission.

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*In witness whereof*, the parties hereto have hereunto set their hands of the day and year set forth herein.

\_\_\_\_\_ SD  
\_\_\_\_\_ County

By: \_\_\_\_\_  
President - Board of Education

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
Treasurer, Board of Education

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_

**OHIO SCHOOL FACILITIES COMMISSION**

By: \_\_\_\_\_  
Executive Director

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_



# Ohio School Facilities Commission

## EXCEPTIONAL NEEDS PROGRAM

### PROJECT AGREEMENT

This Project Agreement ("Agreement") is made and entered into by and between the *Ohio School Facilities Commission* ("Commission") and the Board of Education of the \_\_\_\_\_ *School District*, \_\_\_\_\_ *County*, ("School District Board"), pursuant to Section 3318.08 of the Ohio Revised Code ("ORC").

*WHEREAS*, the Commission, created pursuant to Section 3318.30, ORC, is a body corporate and politic, an agency of state government and an instrumentality of the State of Ohio ("State"), performing essential government functions of the State; and

*WHEREAS*, the School District Board is acting as an agency of state government, performing essential functions of government pursuant to Chapter 3318, ORC; and

*WHEREAS*, the School District Board and the Commission have approved a Master Facilities Plan describing the classroom facilities needs of the entire student population of the district, and the total budget for the Project; and

*WHEREAS*, the School District Board hereby concurs with, and approves the use of, the findings outlined in the final "Facilities Assessment Report" dated \_\_\_\_\_, including any revisions and/or updates that have been incorporated into the final Master Facilities Plan approved by the School District Board as of \_\_\_\_\_. The School District Board and Commission understand that the use of the Facilities Assessment Report is for the purpose of developing an estimated project budget and scope and that the potential for undocumented conditions that could increase the final cost of the project exists; and

*WHEREAS*, the School District Board hereby concurs with and approves the use of the Enrollment Report dated \_\_\_\_\_. The School District Board and the Commission acknowledge that actual enrollment status will be reviewed annually.

*WHEREAS*, the School District Board and the Commission acknowledge that time is of the essence to the Project Agreement and all obligations hereunder; and

*WHEREAS*, the County Board of Elections has certified the results of the School District Board's election held on \_\_\_\_\_, *<or>* the School District Board has certified the deposit of the local share amount and maintenance funding required for funding by the Commission;

*NOW, THEREFORE*, in consideration of the mutual promises herein contained, the School District Board and the Commission agree to cooperate in the design, construction and closeout described herein and as follows.

#### I. SCOPE OF THE PROJECT

A. The parties agree the Master Facilities Plan (the "Project" for purposes of this Agreement) shall be described as follows (100% cap on any renovations listed here):

- B. The Commission and the School District Board agree that the Project shall, where applicable, comply with the Ohio School Design Manual ("Design Manual") and Commission policies, unless a variance is approved by the Commission.
- C. The total budget for the Project is \_\_\_\_\_ Dollars (\_\_\_\_\_). The State's share of the total Project budget shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The School District Board's local share of the total Project budget shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_), and funded as set forth in Article III of this Agreement.
- D. **Locally Funded Initiatives ("LFI"):** The School District Board's Project Agreement LFI is \_\_\_\_\_ Dollars (\_\_\_\_\_) which represents the cost for the following scope: \_\_\_\_\_ for a total local share in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) for which the School District Board is responsible in its entirety. The LFI listed in this section constitutes a "required locally funded definition" for debt purposes per ORC 133 (I). Other LFI's not specifically referenced in this Agreement may be addressed through the process described in Section VII of this Agreement.
- E. **Allowances.** Any allowance provided in the total budget indicated in Paragraph C above is set forth below. The State share of any unused portion of an allowance shall be withheld by, or returned to, the Commission upon completion of the Project.
1. **Optional Demolition Allowance.** If the School District Board elects to demolish a facility, the School District Board shall comply with Section 3313.41, ORC throughout the Project and shall notify the Department of Education and the Ohio Community School Association when the School District Board plans to dispose of facilities by sale under Section 3313.41, ORC. The School District Board's representation of continued compliance with Section 3313.41, ORC shall be evidenced by the School District Board's approval of the quarterly draw request. The amount of the Optional Demolition Allowance is \_\_\_\_\_ Dollars (\$\_\_\_\_\_) of which \_\_\_\_\_ Dollars (\$\_\_\_\_\_) is for hazardous material removal. A condition precedent to the Commission's approval of a contract for demolition of a facility shall be the School District Board's verification of compliance with Section 3313.41, ORC.
  2. **Swing Space Allowance.** The amount of the Swing Space Allowance is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
  3. **Other Allowance.** An allowance is provided in the budget for \_\_\_\_\_. The amount of the allowance is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
- F. **School District Board Due Diligence for Proposed Sites.** Prior to commencement of the design of a facility, the School District Board shall provide a description of the site selected for a facility for the Commission's review in accordance with Section 3318.08, ORC and Commission policies. In the event of an unforeseen condition requiring environmental remediation of the site, the School District Board shall be solely responsible for the costs.

## II. OWNERSHIP OF THE PROJECT

- A. Ownership of the Project during the period of design and construction, through execution by the School District Board and the Commission of a Certificate of Completion of the Project Agreement, shall be shared between the Commission and the School District Board according to their respective contributions.
- B. Upon completion of the construction of the Project, the Commission's direct interest and participation in the Project is concluded. The Commission's interest is considered transferred to the School District Board. The School District Board shall assume sole responsibility for property ownership and facilities management, including the responsibility for enforcement of warranties and guarantees associated with the Project.
- C. The School District Board shall not use any of the Classroom Facilities constructed pursuant to this Agreement for any purpose other than for an educational purpose.

**SCHOOL DISTRICT BOARD SHARE OF BASIC PROJECT COST**

A. The Commission will require, as a condition precedent to execution of this Agreement and release of state funds, a certification by the School District Treasurer that the local share amounts listed in Section III (A)(2), (3) and (4) (a) or (b) below are fully deposited in the Project Construction Fund. The Commission reserves the right to audit the Fund or any expenditure related to the Fund or the Project.

**1. CFAP Bonds or Notes with Language per ORC 3318**

- a. The School District Board agrees to sell bonds or notes in an amount not less than \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in an amount established pursuant to Section 3318.05(A), ORC. Such bonds shall be issued in accordance with Sections 3318.05, 3318.06 (or 3318.062), ORC and R.C. 3318.08(A), and these sections shall govern any additional sale of bonds or notes sold by the School District Board for the Project. All such bonds and notes shall be issued in accordance with the provisions of Chapter 133, ORC, and such bonds or notes may be renewed as provided in Section 133.22, ORC.
- b. The proceeds of any such bonds or notes, except any premium, accrued interest and interest included in the amount of the bonds or notes, shall be used first to retire any bond anticipation notes issued by the School District Board for the Project.
- c. Within 30 days after the sale of bonds or notes issued pursuant to Article III (A)(1)(a), the School District Board shall deposit into the Project Construction Fund \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) from the proceeds of the sale of bonds or notes, as specified above.

**2. Property Tax/Income Tax Levy**

The School District Board agrees to deposit into the Project Construction Fund immediately upon execution of this Agreement the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) from the proceeds of bonds leveraged by a property tax levy or income tax levy, or a combination of both as authorized by Section 3318.052, ORC.

**3. Local Donated Contributions**

- a. **Federal Grant Moneys:** The School District Board agrees to deposit into the Project Construction Fund immediately upon execution of this Agreement the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in federal grant moneys received by the School District Board which can be applied to the Project cost.
- b. **Moneys Donated or Granted; Letters of Credit; Cash on Hand; Non 3318 Bond:** The School District Board agrees to deposit into the Project Construction Fund immediately upon execution of this Agreement the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in local donated contributions as authorized by Section 3318.084, (A)(1), ORC. For purposes of this paragraph, a "local donated contribution" is any resource described in Division (C)(1) or (C)(2) of Section 3318.084, ORC but does not include direct spending by a third party source, as defined in Division (C)(3) of Section 3318.084, ORC.
- c. **Local Contribution Spent Directly By A Third Party Source.** Any moneys spent directly by a source other than the School District Board or the State for work that is part of the Master Facilities Plan may be counted as a local donated contribution pursuant to Section 3318.084 (C)(3), ORC. In such cases, the School District Board, the Commission, and the entity providing the local donated contribution must enter into a separate agreement in compliance with Section 3318.084 (C)(3), ORC to identify the classroom facilities to be constructed or renovated and the maximum amount of credit to be allowed for those expenditures. In any case where the School District Board's local share is effectively reduced by a local contribution spent by a third party source, the parties agree to amend this Agreement to reflect any reduction in the amount of the local share amount in the Project Construction Fund.

**4. Credit**

- a. The School District Board has completed a project under the Expedited Local Partnership Program and has signed a certificate of completion with the Commission for the project in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Pursuant to Section 3318.36(E)(1), ORC, this amount shall be deducted from the local share of the new basic project cost in Section I.C. above. If the ELPP credit amount is less than the amount in Section I.C., the School District Board shall provide the difference through one or more of the methods described in III.A.1 to III.A.3 above. If the ELPP credit amount is greater than the amount in Section I.C., the Commission may grant to the School District Board the difference.
- b. The School District Board has made expenditures on a project under the Expedited Local Partnership Program under Section 3318.36(D)(1) but has not yet signed a certificate of completion. It is estimated that the amount of the ELPP project, when completed, will be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Within 30 days of the signing of the certificate of completion by the School District Board and the Commission, the School District Board will, if the actual amount is higher than the estimated amount, transfer the difference out of the project construction fund, or, if the estimated amount is higher than the actual amount, deposit the difference into the project construction fund.
- c. The School District Board has made expenditures outside of the Project Construction Fund which will not result in a certificate of completion under ELPP, but which are recognized by the Commission as a local share contribution to the project, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).
- d. Within twelve (12) months after execution of the Project Agreement or within 3 months of the Expedited Local Partnership Program - Closeout Credit Report, the School District Board shall complete a final report of the amount of the credit for approval by the Commission. The School District Board shall increase or decrease its local share deposited in the Project Construction Fund to reflect any changes made by the Commission to the amount shown above.

**IV. MAINTENANCE OF COMPLETED FACILITIES****A. Maintenance Fund.**

1. The School District Board shall levy an additional tax of a minimum of one-half mill for each dollar of valuation for the maintenance of the Project, pursuant to, and in accordance with the requirements of Sections 3318.05 (B), 3318.06 (A)(2)(a) and (A)(3), and 3318.17 ORC
2. In the alternative, the School District Board may elect, pursuant to Sections 3318.05 (C), and 3318.06 (A)(2)(b), ORC, to satisfy its local maintenance requirement by earmarking from the proceeds of an existing permanent improvement tax levied under Section 5705.21, ORC an amount equivalent to the amount of the additional tax described in Section IV (A)(1) above (*Exhibit A - Resolution Authorizing the School District Board to Earmark Dollars to the Maintenance Fund (Fund 034) attached*).
3. In the alternative, the School District Board may elect to satisfy its local maintenance requirement by applying the proceeds of a property tax or the proceeds of an income tax, or a combination thereof, pursuant to Section 3318.052, ORC.
4. In the alternative, the School District Board may, pursuant to Section 3318.061, ORC, extend a previously approved tax of one-half mill for each dollar of valuation levied as a condition of participating in a previous state school building assistance program by a number of years so that one-half mill will be collected for at least twenty-three years from the completion of this Agreement.
5. Pursuant to Section 3318.084, ORC, the School District Board may apply any local donated contribution as an offset of all or part of a district's obligation to levy the tax described in Section IV (A)(1) above. The School District Board shall deposit in the maintenance fund any local donated contribution to serve as an offset of all or a portion of the amount that the Commission, in consultation with the Department of Taxation, determines is likely to be generated by a tax of one-half mill for each dollar of valuation over a period of twenty-three years. In the event that School District Board chooses this option, the Commission, at the end of the twenty-three year period, shall recalculate the amount that would have been generated by the tax described in Section 3318.05 of the Revised Code if it had been levied at one-half mill. If the actual amount generated over that period is less than the amount that would have been raised by a one-half mill tax, the district shall pay into the maintenance fund the difference, pursuant to Section 3318.084 (B) of the Revised Code.

Pursuant to Sections 3318.08(E) and 3318.084(D)(2), ORC, the Commission may approve a stipulation by the School District Board that the Treasurer will have deposited the full amount of the maintenance fund requirement from local donated contributions by the anticipated completion date of the Project according to a schedule for deposit of such money approved by the Commission.

6. Pursuant to Section 3318.051, ORC the School District Board may transfer district funds from existing sources into the Maintenance Fund. The School District Board must obtain from the Commission a Letter of Approval for this option. The School District Board is required to deposit at least one-half mill for each dollar of valuation annually into the fund for a period of twenty-three years and comply with provisions of Section 3318.051. If this option is selected, the letter shall be attached to this Agreement as an Appendix.
7. The option (or options) elected by the School District Board is (are) \_\_\_\_\_ (enter #1, #2, #3, #4, #5 and/or #6 as more fully described above). If option #2, #3, #4 #5 and/or #6 are elected, the School District Board shall list the exact dollar amounts and year of deposit which shall be attached to this Agreement as an Appendix.
8. In the event that the School District Board elects to satisfy the maintenance fund requirement through Option #2, #3, #4, #5 or #6, the Commission will require, as a condition precedent to execution of this Agreement, certification from the School District Treasurer of the amounts deposited in the maintenance fund, or the earmarked annual revenue collection that will be deposited in the maintenance fund.

- B. **Maintenance Plan.** The School District Board shall submit to the Commission for approval a plan for the preventative maintenance of each completed facility according to procedures specified by the Commission. The School District Board acknowledges that: 1) allowable uses for the maintenance fund shall be the maintenance and repair of the completed facilities, including preventative maintenance, periodic repairs, and the replacement of facility components; 2) that routine janitorial and utility costs, equipment supplies and personnel associated with the day-to-day housekeeping and site upkeep per normal and customary standards are not allowable expenditures under the parameters of the maintenance fund; and 3) that the actual use of the maintenance fund, according to the terms of the approved Maintenance Plan, is subject to audit.
- C. **Use of Half Mill Maintenance Levy Proceeds for Improvements.** Section 3318.053, ORC permits a School District Board to use proceeds from the one-half mill maintenance tax described in Sections 3318.05 (B) and (C), ORC for infrastructure improvements on and leading to the project sites that are not included in the total project budget. The School District Board may only use these proceeds during the three-year period following the execution of this Agreement. If the School District Board intends to use the proceeds of one-half mill tax in this manner, it shall include that fact as part of the purpose of the levy in the ballot language proposing it.

## V. STATE SHARE OF PROJECT COST

- A. The Commission shall cause the moneys for the State's share of the Project cost, or the applicable portion thereof, to be transferred to the Project Construction Fund from moneys appropriated by the General Assembly and encumbered for such purpose, from time to time, as may be necessary to pay obligations incurred pursuant to the terms of this Agreement. Such deposit will be pursuant to complete and accurate quarterly draw requests, executed by the School District Treasurer and approved by the Commission. Breach or material non-compliance of this Agreement on the part of the School District Board, after opportunity to cure, may obviate any Commission obligations with respect to the deposit of funds.
- B. All monies appropriated by the General Assembly and encumbered to pay the State's share of the Project cost shall be spent on the construction of the Project prior to the expenditure of any funds provided by the School District Board for its share of the Project cost, unless the School District Board certifies to the Commission that expenditure by the School District Board is necessary to maintain the tax exempt status of notes or bonds issued by the School District Board to pay for its share of the Project cost or to comply with applicable temporary investment periods or spending exception to rebate as provided for under Federal Law in regard to those notes or bonds, in which case, the School District Board may commit to spend, or spend such necessary portion of funds it provides. The Commission acknowledges the School District Treasurer's representation of intended local share spending on the quarterly draw request to constitute a certification of necessity.
- C. The amount of state appropriations to be encumbered for the Project in each fiscal biennium shall be determined by the Commission based on the Project's estimated construction schedule for that biennium. In each fiscal biennium subsequent to the first biennium in which state appropriations are encumbered for the Project, the Project has priority for state funds over Projects for which initial State funding is sought.

**VI. THE PROJECT CONSTRUCTION FUND**

- A. The School District Board acknowledges that proper management of the Project Construction Fund (“Fund”) is an essential requirement of the Project. The School District Board shall identify and describe any fund or account, other than the Project Construction Fund, that is related to the Project. The School District Board shall establish escrow accounts required by law for retainage on trade contracts.
- B. All investment earnings of the Fund shall be credited to the Fund. The School District Board shall maintain a separate account of the investment earnings attributable to the respective contributions to the Fund by the School District Board and the Commission. The School District Board shall report accurate interest earnings to the Commission on the quarterly draw request.
- C. The School District Board shall disburse moneys from the Fund, including investment earnings credited to the Fund, upon approval by the Commission, which shall be evidenced by the consent of the Construction Manager. All vouchers must be approved by the School District Board or designee, and by the Construction Manager as the Commission’s designee, prior to any payment by the School District Board. The School District Board shall review and reconcile the Treasurer’s log with records maintained by the Construction Manager on a quarterly basis.
- D. Transactions involving the Fund shall be restricted to: 1) payments for professional design and administration services, 2) payments to contractors who have performed work on the Project, 3) purchases related to the Project, and 4) any transactions authorized necessary or appropriate for establishing and administering investment accounts. Limited expenditures made by a School District Board for the Project prior to execution of a Project Agreement may be approved for reimbursement, subject to all approvals required for other transactions involving the Fund. No Fund moneys or interest thereon shall be spent for any items inconsistent with the provisions of the Design Manual and Commission policies, unless a variance is approved by the Commission.
- E. The School District Board shall not transfer or pursue any other transaction to remove moneys from the Fund to any other fund or account except as permitted by this Agreement or with the written approval of the Commission.
- F. The School District Board may, in accordance with Section 3318.12 (B)(2), and by a duly adopted resolution, choose to use all or part of the investment earnings of the School District’s project construction fund that are attributable to the School District’s contribution to the fund to pay the cost of classroom facilities or portions or components of classroom facilities that are not included in the School District’s basic project cost but that are related to the School District’s project. However, if the School District Board chooses to use any or all of the investment earnings in this manner, and, subsequently, the cost of the project exceeds the amount in the project construction fund, the School District Board shall restore to the project construction fund the full amount of the investment earnings used under division (B)(2) before any additional state moneys shall be released for the project.
- G. The School District Board shall provide a full accounting of the Fund, upon request of the Commission. The School District Board shall provide the Commission a copy of any audit report received from the Auditor of State immediately upon receipt. The report may be provided in hard copy or by electronic medium. The Commission reserves the right to audit the Fund, or any expenditure related to the Fund or the Project.
- H. The contingency reserve portion of the construction budget shall be used only to pay costs resulting from unforeseen job conditions, to comply with rulings regarding building and other codes, to pay costs related to design clarifications or corrections to contract documents, and to pay the cost of settlements and judgments related to the Project, unless otherwise approved by the Commission.
- I. If any moneys remain in the Fund after the Project has been completed, they shall be disbursed as follows:
1. At the discretion of the School District Board, any investment earnings remaining in the project construction fund that are attributable to the School District Board’s contribution to the Fund shall be: retained in the project construction fund for future projects; transferred to the District’s Maintenance Fund and used solely for maintaining the classroom facilities included in the project; or transferred to the School District’s permanent improvement fund.
  2. Any investment earnings remaining in the project construction fund that are attributable to the state’s contribution to fund shall be returned to the Commission for expenditure pursuant to Section 3318.01 to 3318.20 or sections 3318.40 to 3318.45 of ORC.
  3. Any other surplus remaining in the project construction fund after the project has been completed shall be returned to the Commission and the School District Board in proportion to their respective contributions to the fund, upon execution of the certificate of completion.

Pursuant to Section 3318.083 and 3318.12, ORC, if the Fund, including all investment earnings credited to the Fund, and any interest earned through completion of the Project, becomes depleted by payments of proper Project costs, the School District Board and the Commission shall complete the Project, with each contributing additional moneys in proportion to their respective original contributions to the Fund, provided there are appropriated moneys available to the School District Board and the Commission and the Controlling Board approves the use of those moneys for completion of the Project. The procedures provided in Commission Rule 3318-4-02 shall be implemented to modify the scope of work or total budget for the Project, pursuant to Rule 3318-05-04. The Commission will not share proportionally in the cost of any renovation project that exceeds the total amount of cost that would have been budgeted for new construction. Any interest earnings transferred from the School District's project construction fund as authorized in division (B)(2) of Section 3318.12 ORC shall be restored to the project construction fund, in the full amount of the investment earnings used. In addition, no additional State contribution to the Fund shall be made unless the School District Board's pro-rata share of the increase is deposited into the Fund.

- K. The procedures provided in Commission Rule 3318-4-02 shall be implemented to modify the scope of work or total budget for the Project in situations where the student enrollment declines to such an extent that additional classroom facilities are not necessary to house the total student population at the time the Project is complete. The School District Board and the Commission agree that time is of the essence with respect to any changes in the Master Facilities Plan and that all decisions regarding changes shall be expedited. The School District Board's actual enrollment status will be monitored annually and enrollment report updates may be requested by the Commission which may result in revisions to the Master Facility Plan.
- L. If a School District Board receives any monies, credits, grants or other type of reimbursement of any kind as a result of an expenditure from the project account, such monies, credits, grants or other type of reimbursement of any kind shall be credited to the project fund account, without regard to the proportional contributions of the parties.

#### **VII. LOCALLY FUNDED INITIATIVES ("LFI"):**

- A. The School District Board may elect to add to the scope of any Project and separate fund a scope of work, a LFI, which involves improvements to all or part of the Project funded through the Commission. The School District Board may request the Commission to approve the incorporation of the design and construction of the LFI into the overall Project.
- B. Whenever a LFI will be purchased through contracts that are subject to the Commission's approval, a Memorandum of Understanding (MOU) will be executed by the School District and the Commission, setting forth specific terms and conditions. A separate MOU should be executed for each building.
- C. If the School District Board elects to utilize the Architect and Construction Manager selected for the Commission funded Project, the fees for services shall not be less than the co-funded project fee percentages in comparison to the construction budgets unless approved by the Commission.
- D. The School District Board will assume all of the financial responsibility for the LFI and establish a Local Initiative Fund or special cost center in a fund other than Fund 010 to account for the local resources supporting the LFI. The School District Board will deposit the required money prior to certification of availability of funds.
- E. The Commission may designate a material, system or design feature as a LFI when the estimated cost of a project at the completion of a design phase exceeds the approved budget for the project, in situations where an alternative Design Manual compliant material, system or design feature would reduce the amount of the budget overrun.

#### **VIII. CONTRACT ADMINISTRATION**

- A. The School District Board shall select a qualified professional design firm, ("Architect"), to prepare plans, specifications and estimates of cost for bidding the work necessary for the Project. The School District Board shall comply with requirements of Section 153.65 to 153.71, ORC, in selecting and contracting with the Architect. The Commission shall provide the form of Agreement for the Architect and the Commission shall approve the Agreement, pursuant to Section 3318.091, ORC. Contracts awarded to firms with principles which exceed the contribution limits applicable to the contract authority as set for in all ethics and campaign contribution laws will not be approved by the Commission.

- B. The Commission shall select a Construction Manager in accordance with Section 9.33 et. seq., ORC, and enter into an Agreement negotiated by the Commission for construction management services. In that Agreement, the Commission and the Construction Manager shall each acknowledge that the School District Board is an intended third party beneficiary of the Agreement, so as to permit the School District Board to obtain full performance of the Construction Manager's obligations under the Agreement.
- C. The Standard Conditions of Contract provided by the Commission and in effect at the time of the applicable bid advertisement for the Project shall apply to the Project. The Standard Conditions may only be amended by Special Conditions approved by the Commission. As a special condition of contract, the School District may adopt, in part or in whole, and as may be periodically amended, the responsible bidder criteria adopted by the Commission as Resolution #07-98. The School District Board, with the approval of the Commission, shall competitively bid, execute and administer contracts for construction on the Project and all other contracts as necessary, in compliance with applicable federal, state and local statutes, ordinances, codes and regulations. Contracts awarded to firms with principles which exceed the contribution limits applicable to the contract authority as set for in all ethics and campaign contribution laws will not be approved by the Commission.
- D. The Commission and the School District Board shall each designate a representative authorized to act on their behalf with respect to decisions required by this Agreement and required during the course of the Project. Pursuant to Section 3318-2-04, of the Ohio Administrative Code, the Commission may authorize the Executive Director or the Executive Director's designee to take actions necessary for the performance of this Agreement. The School District Board acknowledges the potential that special meetings may be required for timely execution of decisions and agrees to schedule special meetings as necessary.
- E. The Commission has pre-qualified firms to provide Partnering, Maintenance Planning and Commissioning services. The cost of basic services provided by one of the pre-qualified firms shall be an eligible project cost.
- F. The "Encouraging Diversity, Growth, and Equity" (EDGE) business development program created pursuant to Ohio Revised Code Section 123.152 and amplified under the rules promulgated there under in the Ohio Administrative Code is applicable to the project.

#### IX. GENERAL PROVISIONS

- A. **Insurance.** The School District Board shall insure the Project for building risk as soon as the School District Board has an insurable interest therein in such amounts and against such risks as the Commission and the School District Board shall agree and shall maintain that insurance during construction. The cost of such insurance shall be payable from the Fund. The School District Board shall insure the Project for Builders Risk and Professional Liability as soon as the School District Board has an insurable interest therein in such amounts and against such risks as the Commission and the School District Board shall agree and the School District Board shall maintain such insurance throughout construction. With the approval of the Commission, the School District Board may purchase other insurance policies for benefit of the Project. The cost of the builders' risk and professional liability insurance and other such insurance policies approved by the Commission shall be payable from the Fund.
- B. **Termination.** This Agreement shall be terminated, and the moneys that were encumbered at the time of the Project's conditional approval by the Commission shall be released for other purposes, if the proceeds of the sale of the bonds or notes of the School District Board, or other lawful alternative funding sources are not paid into the Fund, or if bids for initial contracts for the construction of the Project have not been taken within 24 months after the execution of this Agreement, or such later date as may be approved by the Commission. Additionally, this Agreement may be terminated for convenience by either party upon sixty days notice. Upon such notice, the State share of the project construction fund shall be returned to the Commission within thirty days of all termination costs being paid out of the project construction fund.
- C. **Capitalized Terms.** Capitalized terms in this Agreement shall have the same meaning as those defined in Chapter 3318, ORC, unless otherwise defined herein or unless another meaning is indicated by the context.
- D. **Entire Agreement.** This Agreement is the entire and integrated Agreement between the Commission and the School District Board and supersedes all prior negotiations, representations or agreements, either written or oral.
- E. **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.

**Conditions to Validity.** None of the rights, duties and obligations contained in this Agreement shall be binding on any party hereto until all legal requirements have been complied with, including without limitation that the Director of Budget and Management of the State first certifies that there is a balance in the appropriation not already obligated to pay existing obligations, as required by Section 126.07, ORC, all necessary funds are available from the applicable state agencies or instrumentalities and, when required, the expenditure of such funds is approved by the Controlling Board of the State of Ohio or other applicable approving body.

**G. Successors and Assigns.** The Commission and the School District Board, 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.

**H. Law of Ohio.** This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the State of Ohio shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

**I. Legal Representation.** The School District Board and the Commission understand that each party will bear its own legal costs incurred in the administration of the project and such costs will not be considered an expenditure out of the project construction fund, except as otherwise may be agreed to by the parties.

**J. 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.

**K. Amendment.** This Agreement may be amended only by an amendment executed by both the Commission and the School District Board.

**L. Effective Date.** This Agreement shall become effective on the last date of signature by the President and Treasurer of the School District and Executive Director of the Commission.

*In witness whereof*, the parties hereto have hereunto set their hands of the day and year set forth herein.

\_\_\_\_\_ SD  
\_\_\_\_\_ County

By: \_\_\_\_\_  
President - Board of Education

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
Treasurer, Board of Education

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_

**OHIO SCHOOL FACILITIES COMMISSION**

By: \_\_\_\_\_  
Executive Director

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_



OHIO SCHOOL FACILITIES COMMISSION  
**EXPEDITED LOCAL PARTNERSHIP PROGRAM**

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**PROJECT AGREEMENT**

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This **Expedited Local Partnership Program Project Agreement** (“Agreement”) is made and entered into by and between the Ohio School Facilities Commission (“Commission”) and the Board of Education of the \_\_\_\_\_ School District, \_\_\_\_\_ County, Ohio, (“School District Board”), pursuant to Section 3318.36 of the Ohio Revised Code (“ORC”).

**WHEREAS**, the School Building Assistance Expedited Local Partnership Program (“ELPP”) was created to permit a School District Board to expend local resources to proceed with the new construction of, or additions, or major repairs of a part of the school district’s classroom facility needs, as determined through Sections 3318.01 to 3318.20, ORC, prior to the School District Board’s eligibility for State assistance under Sections 3318.01 to 3318.20, ORC; and

**WHEREAS**, the School District Board adopted a resolution certifying to the Commission its intention to participate in the ELPP; and

**WHEREAS**, the School District Board requested, as a condition of participation in ELPP, that the Commission assess the existing condition of each of the school district’s classroom facilities; and

**WHEREAS**, the School District Board has acknowledged the Commission’s recommendation to have a licensed Ohio design professional assist the district with the review of the conclusions drawn in the Facilities Assessment Report dated \_\_\_\_\_; and

**WHEREAS**, the School District Board has acknowledged the limitations inherent with establishing a budget for renovation work from the data collected through the Commission’s standard non-invasive assessment procedures, and understands and accepts the risks that unforeseen conditions may cause the construction costs to be higher than the original budget; and

**WHEREAS**, the Commission has conditionally approved a building program for the school district, identifying the classroom facilities needs of the school district, and a basic project cost of those classroom facilities (“Master Facilities Plan”); and

**WHEREAS**, the Controlling Board has approved the Master Facilities Plan, including the basic project cost, and the School District Board’s portion of the basic project cost as required by Section 3318.36(D)(1), ORC; and

**WHEREAS**, the School District Board understands and acknowledges that the Controlling Board will not encumber state funds under Section 3318.36, ORC; and

**WHEREAS**, the School District Board has adopted a resolution certifying the School District Board’s decision and method for addressing the maintenance funding requirements of the classroom facilities included in the Master Facilities Plan pursuant to Section 3318.36(D)(2) or Section 3318.36(D)(3), ORC; and

**WHEREAS**, the School District Board has identified a discrete part of the Master Facilities Plan, consisting of new construction of, or additions, or major repairs to a particular building (“Local Project Phase”), to undertake with local resources prior to the school district’s eligibility for State assistance under Sections 3318.01 to 3318.20, ORC; and

**WHEREAS**, the School District Board and the Commission acknowledge that time is of the essence to the Project Agreement and all obligations hereunder;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the School District Board and the Commission agree as follows.

## **I. SCOPE OF THE PROJECT**

A. The parties agree the approved Master Facilities Plan is summarily described in Exhibit 1, which is attached hereto, made a part hereof, and incorporated by reference as if fully written herein.

B. The basic project cost for the building program described in the Master Facilities Plan is as follows:

\$	Total Project Cost
\$	State Share ____ (%)
\$	Local Share ____ (%)

C. While the respective parties’ percentages of contribution shall remain unchanged as set above, pursuant to Section 3318.36(E)(1), ORC, the actual amounts of each party’s contribution is subject to change over time. The final amount of the basic project cost to be contributed by the respective parties shall be determined pursuant to Section 3318.36(E)(1), ORC, and Section X of this Agreement at that time when the School District Board becomes eligible for State assistance under Sections 3318.01 to 3318.20, ORC.

## **II. LOCAL PROJECT PHASE**

A. The discrete part of the Master Facilities Plan identified by the School District Board to be undertaken using local resources (“Local Project Phase”) shall be as described in Exhibit 2, which is attached hereto, made a part hereof, and incorporated by reference as if fully written herein. The School District Board agrees that the Local Project Phase shall, where applicable, comply with the Ohio School Design Manual (“Design Manual”), in effect at the time of approval of the Master Facilities Plan by the Ohio Controlling Board, with the exception of any change in the Design Manual cost calculation formulas approved by the Commission.

B. The parties agree that the total budget for the Local Project Phase is as described in Exhibit 2. The total budget for the Local Project Phase is categorized as follows:

1. New construction – new classroom facilities or new additions to existing classroom facilities; budget calculated pursuant to Administrative Rule 3318-4-01.
2. Renovation – improvements to an existing classroom facility; budget calculated pursuant to applicable provisions of Administrative Rule 3318-4-01.
3. Allowances:
  - a) Optional Demolition Allowance – demolition of abandoned existing classroom facilities, which are not required to be demolished in order to complete the Local Project Phase; budget calculated as defined in Administrative Rule 3318-04-01. A condition precedent to the Commission establishing credit for the demolition of a facility shall be the School District Board’s verification of compliance with Section 3313.41 ORC.
  - b) Swing Space Allowance - Listed if applicable
  - c) Other Allowances - Listed if applicable

C. The School District Board understands and agrees that payment of all expenses associated with the Local Project Phase is the responsibility of the School District Board, and that the Commission and the Ohio Controlling Board shall not authorize the expenditure of any State funds associated with the School District's participation in ELPP.

### III. LOCALLY FUNDED INITIATIVES

A. The School District Board may elect to add to the scope of any ELPP project, and separately fund, a scope of work ("Local Initiative"), which involves improvements to all or part of the Local Project Phase. The school District Board may request the Commission to approve the incorporation of the design and construction of the Local Initiative into the overall Project.

B. Whenever a Local Initiative is interconnected with the Local Project Phase, a Memorandum of Understanding ("LFI MOU") will be executed by the School District and the Commission to specify the additional cost of the Local Initiative and the terms and conditions for accounting for the cost.

C. If the School District Board elects to utilize the Architect/Engineer and/or the Construction Manager selected for the Local Project Phase, the LFI MOU will reflect the portion of the Architect/Engineer and/or Construction Manager fee that will be associated with the Local Initiative, which will not be considered for ELPP credit.

D. The School District Board agrees to assume all of the financial responsibility for the Local Initiative and to establish a Local Initiative Account to account for the local resources supporting the Local Initiative.

### IV. THE PROJECT CONSTRUCTION ACCOUNT

A. The school district treasurer shall establish separate accounts for:

1. The Local Project Phase ("Account"),
2. Locally Funded Initiatives, and
3. Maintenance.

B. The school district shall be responsible for determining proper fund accounting procedures in accordance with requirements of the Auditor of State.

C. The School District Board acknowledges that proper management of the Account for the Local Project Phase is an essential requirement of the Local Project Phase. The School District Board shall provide a full accounting of the Account upon request of the Commission. The Commission reserves the right to audit the Account, and all related accounts, or any expenditure made related to the Local Project Phase. The School District shall follow all applicable laws for management and payment of contractors and professional services firms providing services for the Local Project Phase.

D. All local resources utilized to fund the Local Project Phase shall be first deposited in the School District Board's project construction Account required under Section 3318.08, ORC. The School District Board agrees that an amount equal to the budget for the Local Project Phase shall be deposited into the Account prior to award of any contracts, except that the School District Board may elect, upon approval of the Commission, to accomplish the Local Project Phase in multiple phases as described in Exhibit 2, in which case only the amount equal to the budget for the phase being executed is required to be deposited into the Account.

E. All local resources utilized to fund any Local Initiative(s), as identified in the LFI MOU, shall be first deposited in the School District Board's local initiative account. The School District Board agrees that an amount equal to the budget for the Local Initiative(s) shall be deposited into the local initiative account prior to the award of any contracts.

F. The School District Board shall provide the Commission a copy of any audit report received from the Auditor of State within three (3) business days of receipt. The report may be provided in hard copy or by electronic medium.

## V. MAINTENANCE OF COMPLETED FACILITIES

### A. *Maintenance Fund*

1. The School District Board shall levy an additional tax of a minimum of one-half mill for each dollar of valuation for the maintenance of the Project, pursuant to, and in accordance with the requirements of Sections 3318.05 (B), 3318.06 (A)(2)(a) and (A)(3), and 3318.17, ORC.

2. In the alternative, the School District Board may elect, pursuant to Sections 3318.05 (C), and 3318.06 (A)(2)(b), ORC, to satisfy its local maintenance requirement by earmarking from the proceeds of an existing permanent improvement tax levied under Section 5705.21, ORC an amount equivalent to the amount of the additional tax described in Section IV (A)(1) above. The tax must be of at least two mills for each dollar of valuation and eligible to be used for maintenance.

3. In the alternative, the School District Board may elect to satisfy its local maintenance requirement by applying the proceeds of a property tax or the proceeds of an income tax, or a combination thereof, pursuant to Section 3318.052, ORC.

4. In the alternative, the School District Board may, pursuant to Section 3318.061, ORC, extend a previously approved tax of one-half mill for each dollar of valuation levied as a condition of participating in a previous state school building assistance program by a number of years so that one-half mill will be collected for at least twenty-three years from the completion of this Agreement.

5. Pursuant to Section 3318.084, ORC, the School District Board may apply any local donated contribution as an offset of all or part of a district's obligation to levy the tax described in Section IV (A)(1) above. The School District Board shall deposit in the maintenance fund any local donated contribution to serve as an offset of all or a portion of the amount that the Commission, in consultation with the Department of Taxation, determines is likely to be generated by a tax of one-half mill for each dollar of valuation over a period of twenty-three years. Pursuant to Sections 3318.08(E) and 3318.084(D)(2), ORC, the Commission may approve a stipulation by the School District Board that the Treasurer will have deposited the full amount of the maintenance fund requirement from local donated contributions by the anticipated completion date of the Project according to a schedule for deposit of such money approved by the Commission.

6. In the alternative, the School District Board may, pursuant to Section 3318.36 (D) (3), ORC, elect to delay levying the maintenance fund tax, or alternatively, earmarking proceeds from a permanent improvement tax, until such time as the school district becomes eligible for state assistance under Sections 3318.01 to 3318.20, ORC.

7. The option (or options) elected by the School District Board is (are) \_\_\_\_\_ (enter #1, #2, #3, #4, #5, or #6 as more fully described above). If option #2, #3, #4 and/or #5 is elected, the School District Board shall list the exact dollar amounts and year of deposit, which shall be attached to this Agreement as an Appendix.

8. In the event that the School District Board elects to satisfy the maintenance fund requirement through Option #2, #3, #4 or #5, the Commission will require, as a condition precedent to execution of this Agreement, certification from the School District Treasurer of

the amounts deposited in the maintenance fund, or the earmarked annual revenue collection that will be deposited in the maintenance fund.

9. In the event that the School District Board deposits less than the entire amount estimated by the Commission in consultation with the Department of Taxation, the Commission, in consultation with the Department of Taxation, will determine the taxation rate over the entire twenty-three year period necessary to generate the amount it is estimated the one-half mill tax for each dollar of valuation would have generated.

10. In the event the School District Board elects option #6 above, the School District Board shall certify to the Commission a resolution indicating the Board's intent to delay maintenance funding, prior to entering into this agreement, in the form as established by the Commission, a copy of which shall be attached to this agreement.

### ***B. Maintenance Plan***

1. The School District Board shall submit to the Commission for approval a plan for the preventative maintenance of each facility where a scope of work is completed under ELPP according to procedures specified by the Commission. The School District Board acknowledges that: 1) allowable uses for the maintenance fund shall be the maintenance and repair of the completed facilities, including preventative maintenance, periodic repairs, and the replacement of facility components; 2) that routine janitorial and utility costs, equipment supplies and personnel associated with the day-to-day housekeeping and site upkeep per normal and customary standards are not allowable expenditures under the parameters of the maintenance fund; and 3) that the actual use of the maintenance fund, according to the terms of the approved Maintenance Plan, is subject to audit.

2. The expenditure of local resources for the employment of a Maintenance Plan Advisor, pre-qualified by the Commission, for the development of the Maintenance Plan is an eligible project expense.

### ***C. Use of Half Mill Maintenance Levy Proceeds for Improvements***

1. Section 3318.053, ORC permits a School District Board to use proceeds from the one-half mill maintenance tax described in Sections 3318.05 (B) and (C), ORC for infrastructure improvements on and leading to the project sites that are not included in the total project budget. The School District Board may only use these proceeds during the three-year period following the execution of this Agreement. If the School District Board intends to use the proceeds of one-half mill tax in this manner, it shall include that fact as part of the purpose of the levy in the ballot language proposing it.

## **VI. CONTRACT ADMINISTRATION**

A. The Commission and the school District Board shall each designate a representative authorized to act on their behalf with respect to decisions required by this Agreement and required during the course of the Local Project Phase. Pursuant to Section 3318-2-04 of the Ohio Administrative Code, the Commission may authorize the Executive Director or the Executive Director's designee to take action necessary for the performance of this agreement.

B. The School District Board shall contract with a qualified professional design firm, ("Architect"), to prepare plans, specifications and estimates of cost for bidding the work necessary for the Local Project Phase. The School District Board shall comply with the requirements of Section 153.65 to 153.71, ORC, in selecting and contracting with the Architect. The expenditure of local resources for the employment of an Architect is an eligible construction cost expenditure. The contract between the School District Board and the Architect shall reflect the requirement to comply with the specifications set forth in the Design Manual, and to certify such compliance as set forth in Section VIII (C) of this Agreement.

C. If the School District Board determines to use the services of a construction management firm during the Local Project Phase, the School District Board shall comply with the requirements of Section 9.33 through 9.333, ORC, in selecting and contracting with a Construction Manager. The expenditure of local resources for the employment of a Construction Manager is an eligible construction cost expenditure.

D. The School District Board shall comply with all applicable laws for bidding and awarding construction contracts for the Local Project Phase. The Local Project Phase shall be exempt from the requirements of Section 4115.03 to 4115.16, ORC.

E. The School District Board shall encourage the formation of a partnering arrangement with the contractors working on the Local Project Phase to develop problem solving processes and a dispute resolution strategy.

F. The School District Board shall require all parties providing services for the Local Project Phase to comply with all applicable federal, state and local laws in the conduct of the work.

G. The Commission has pre-qualified firms to provide building Commissioning services. The expenditure of local resources for the purchase of building Commissioning services through one of the pre-qualified Commissioning firms is an eligible project expense.

## VII. **REPORTING REQUIREMENTS**

A. The School District Board agrees to submit the conceptual plans, design development drawings, and any statement of probable cost or cost estimates for each project within the Local Project Phase to the Commission for review for compliance with the Design Manual, Program Rules, Program Guidelines, and Commission policies. The Commission reserves the right to reject all plans or drawings not in compliance with the Design Manual, Program Rules, Program Guidelines, and Commission policies, with the exception of any variance approved by the Commission. The Commission shall not approve expenditures that exceed Design Manual, Program Rules, Program Guidelines and Commission policies, with the exception of any variance approved by the Commission.

B. The School District Board shall submit to the Commission, for Program compliance review, design documentation submittals reflecting the level of detail described in the “Minimum Phase Submission Requirements”, attached hereto, for the following design phases:

1. Program of Requirements (POR)
2. Schematic Design (SD)
3. Design Development (DD)
4. Construction Documentation (CD)

C. The School District Board shall require a licensed professional design firm to certify to the Commission that the program of requirements, schematic design documents, design development documents and final plans and specifications are, where applicable, in compliance with the Design Manual, Program Rules, Program Guidelines, and Commission policies, with the exception of any variance approved by the Commission.

D. The School District Board shall submit to the Commission, each quarter during construction, evidence of project expenditures in the form of purchase orders, contract change orders, pay applications, and copies of cancelled checks.

E. The School District Board shall submit to the Commission, upon request, a copy of the Treasurer’s fund report in a form that recapitulates only expenditures associated with the School District’s ELPP program.

**VIII. CLOSE-OUT REQUIREMENTS**

A. Within six (6) months of occupancy of each separate ELPP project the School District Board shall certify to the Commission a report of the total project expenditures to be considered for ELPP credit for that project.

B. Upon completion of each separate ELPP project, the Commission shall make a determination as to the eligible expenses to be considered for ELPP credit. Such conditional approval shall be subject to the Commission's final approval for ELPP credit, at such time as the School District Board may become eligible to receive state assistance under Section 3318.01 to 3318.20, ORC.

C. The Commission reserves the right to decline to approve the amount of any expenditure, or any part thereof, made by the School District Board toward the School District Board's portion of the basic project cost when the School District Board is eligible for State assistance under Sections 3318.01 to 3318.20, ORC, if the Local Project Phase is not in compliance with the Design Manual and Commission policies, with the exception of any variance approved by the Commission, or if the expenditure is not eligible for reimbursement, or if the School District Board fails to comply with the reporting requirements specified by the Commission.

D. If the school district becomes eligible for state assistance under Section 3318.01 to 3318.20, ORC, the Commission shall make a final determination as to the allowable expenses to be calculated pursuant to Section X of this agreement.

**IX. OWNERSHIP OF THE PROJECT**

A. At no time during the course of this Agreement shall the Commission assume any ownership rights, obligations, or interests in the Local Project Phase or in any locally funded initiatives associated with the School District Board's ELPP program.

**X. ELIGIBILITY FOR STATE ASSISTANCE**

A. If the School District Board becomes eligible for State assistance under Sections 3318.01 to 3318.20, ORC, the Commission shall conduct a new assessment of the School District's classroom facilities needs and shall recalculate the basic project cost based on this new assessment. The recalculated basic project cost shall include the amount of allowable expenditures made by the School District Board and approved by the Commission for the Local Project Phase. The Commission reserves the right to exclude any expenditure for work associated with the Local Project Phase that is not required as a part of the master facilities plan pursuant to the recalculation of the basic project cost.

B. The Commission shall then recalculate the School District Board's portion of the new project cost by utilizing the percentage of the original project cost assigned to the School District Board as its proportion. The Commission shall deduct the approved expenditures of the School District Board's moneys committed for the Local Project Phase from the School District's portion of the recalculated project cost.

C. If the amount of School District Board local resources applied to the School District Board's portion of the project cost is less than the total amount of such recalculated portion, the School District Board shall, if it desires to seek State assistance, adopt a resolution as specified in Section 3318.06, ORC, in order to pay any additional amount of the School District Board's portion required for State assistance.

D. If the amount of School District Board local resources applied to the School District Board's portion of the project cost is more than the total amount of such recalculated portion, the Commission may, within one (1) year from the Commission's approval of the recalculated project cost, reimburse to the School District the difference between the two (2) calculated portions, but at no time shall the Commission expend any State funds on a project in an amount greater than the State's portion of the recalculated project cost.

E. Any reimbursement by the Commission shall be only for local resources that the School District Board has applied toward allowable construction cost expenditures approved by the Commission, which shall not include any financing costs associated with the construction. The School District Board shall use any moneys reimbursed by the Commission to pay off any debt service the School District board owes for classroom facilities constructed under the Local Project Phase before such moneys are applied to any other purpose. The district board may deposit moneys reimbursed under this division into the district's general fund or a permanent improvement fund to replace local resources the district withdrew from those funds, as long as, and to the extent that, those local resources were used by the district for constructing classroom facilities included in the district's basic project cost.

F. If the School District's ELPP program is not complete at the time the School District becomes eligible for state assistance under Sections 3318.01 to 3318.20, ORC, the Commission will estimate the value of the School District Board's allowable expenditures for the Local Project Phase to be included pursuant to Section X (A) and X (B) of this Agreement.

1. When the School District Board's ELPP program is complete, the Commission will determine the final amount of allowable expenditures to be credited against the School District Board's required local share under Section X (B) of this agreement.
2. If the actual amount of allowable expenditures is **higher** than the estimated amount, the School District Board will transfer the difference **out of** the CFAP project construction fund.
3. If the actual amount of allowable expenditures is **lower** than the estimated amount, the School District Board will transfer the difference **into** the CFAP project construction fund.

G. It is understood that the Commission's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the Commission or its building assistance programs, including the payments and other obligations that will become due hereunder when the School District Board becomes eligible for State building assistance under Sections 3318.01 to 3318.20, ORC, the Commission's obligations under this Agreement are terminated as of the date that the funding expires without further obligation of the Commission.

## XI. GENERAL PROVISIONS

A. Insurance The School District Board shall insure the Local Project Phase for building risk as soon as the School District Board has an insurable interest therein and shall maintain that insurance during construction. The expenditure of local resources for the purchase of such insurance is an eligible construction cost.

B. Capitalized Terms Capitalized terms in this Agreement shall have the same meaning as those defined in Chapter 3318, ORC, unless otherwise defined herein or unless another meaning is indicated by the context.

C. Entire Agreement This Agreement is the entire and integrated Agreement between the Commission and the School District Board and supersedes all prior negotiations, representations or agreements, either written or oral.

D. 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.

E. Successors and Assigns The Commission and the School District Board, 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.

F. Law of Ohio This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the State of Ohio shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum. Legal fees shall not be considered as eligible expenditures.

G. 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.

H. Amendment This Agreement may be amended only by an Amendment executed by both the Commission and the School District Board.

I. Effective Date For the purpose of establishing the “percentage of contribution” (as established in I. B.) this Agreement shall become effective on the last date of signature by the President and Treasurer of the School District Board and Executive Director of the Commission. All other components of this agreement shall not have effect until such time as the School District Board shows evidence of funding for the Local Project Phase (including any Locally Funded Initiatives), in such form as required by the Commission.

J. Termination If the School District Board fails to show evidence of funding, in such form as required by the Commission, within one (1) year of the effective date, this Agreement shall terminate. Additionally, if the School District Board has not entered into a construction contract for work associated with the Local Project Phase at such time as Commission designates the School District as one of the “next ten” CFAP districts, or the School District is notified of eligibility for state assistance under Sections 3318.01 to 3318.20 ORC, this Agreement shall terminate. Also, either party, upon sixty (60) days notice, may terminate this Agreement for convenience.

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*In witness whereof*, the parties hereto have hereunto set their hands of the day and year set forth herein.

SCHOOL DISTRICT BOARD

OHIO SCHOOL FACILITIES COMMISSION

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
\_\_\_\_\_  
President  
Board of Education

By: \_\_\_\_\_  
Michael Shoemaker  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
\_\_\_\_\_  
Treasurer  
Board of Education

Date: \_\_\_\_\_



# Ohio School Facilities Commission

## VOCATIONAL FACILITIES ASSISTANCE PROGRAM

### PROJECT AGREEMENT

This Project Agreement ("Agreement") is made and entered into by and between the *Ohio School Facilities Commission* ("Commission") and the Board of Education of the \_\_\_\_\_ *School District*, \_\_\_\_\_ *County*, ("Joint Vocational School District Board"), pursuant to Section 3318.08 of the Ohio Revised Code ("ORC").

**WHEREAS**, the Commission, created pursuant to Section 3318.30, ORC, is a body corporate and politic, an agency of state government and an instrumentality of the State of Ohio ("State"), performing essential government functions of the State; and

**WHEREAS**, the Joint Vocational School District Board is acting as an agency of state government, performing essential functions of government pursuant to Chapter 3318, ORC; and

**WHEREAS**, the Joint Vocational School District Board and the Commission have approved a Master Facilities Plan describing the classroom facilities needs of the projected entire student population of the Joint Vocational School District Board, and the total budget for the Project; and

**WHEREAS**, the Joint Vocational School District Board hereby concurs with, and approves the use of, the findings outlined in the final "Facilities Assessment Report" dated \_\_\_\_\_ including any revisions and/or updates that have been incorporated into the final Master Facilities Plan approved by the Joint Vocational School District Board as of \_\_\_\_\_. The Joint Vocational School District Board and Commission understand that the use of the Facilities Assessment Report is for the purpose of developing an estimated project budget and scope and that the potential for undocumented conditions that could increase the final cost of the project exists; and

**WHEREAS**, the Joint Vocational School District Board hereby concurs with and approves the use of the Enrollment Report dated \_\_\_\_\_. The Joint Vocational School District Board and the Commission acknowledge that actual enrollment status will be reviewed annually.

**WHEREAS**, the Joint Vocational School District Board and the Commission acknowledge that time is of the essence to the Project Agreement and all obligations hereunder; and

**WHEREAS**, the County Board of Elections has certified the results of the Joint Vocational School District Board's election held on \_\_\_\_\_ < or > the Joint Vocational School District Board has certified the deposit of the local share amount and maintenance funding required for funding by the Commission;

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, the Joint Vocational School District Board and the Commission agree to cooperate in the design, construction and closeout described herein and as follows.

#### I. SCOPE OF THE PROJECT

- A. The parties agree the Master Facilities Plan (the "Project" for purposes of this Agreement) shall be described as follows (100% cap on any renovations listed here):

The Commission and the Joint Vocational School District Board agree that the Project shall, where applicable, comply with the Ohio School Design Manual ("Design Manual") and Commission policies, unless a variance is approved by the Commission.

- C. The total budget for the Project is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). The State's share of the total Project budget shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). The Joint Vocational School Board's local share of the total Project budget shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and funded as set forth in Article III of this Agreement.
- D. **Locally Funded Initiatives ("LFI"):** The School District Board's Project Agreement LFI is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which represents the cost for the following scope: \_\_\_\_\_ for a total local share in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) for which the School District Board is responsible in its entirety. The LFI listed in this section constitutes a "required locally funded definition" for debt purposes per ORC 133 (I). Other LFI's not specifically referenced in this Agreement may be addressed through the process described in Section VII of this Agreement
- E. **Allowances.** Any allowance provided in the total budget indicated in Paragraph C above is set forth below. The State share of any unused portion of an allowance shall be withheld by, or returned to, the Commission upon completion of the Project.
1. **Optional Demolition Allowance.** If the School District Board elects to demolish a facility, the School District Board shall comply with Section 3313.41, ORC throughout the Project and shall notify the Department of Education and the Ohio Community School Association when the School District Board plans to dispose of facilities by sale under Section 3313.41, ORC. The School District Board's representation of continued compliance with Section 3313.41, ORC shall be evidenced by the School District Board's approval of the quarterly draw request. The amount of the Optional Demolition Allowance is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of which \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) is for hazardous material removal. A condition precedent to the Commission's approval of a contract for demolition of a facility shall be the Joint Vocational School District Board's verification of compliance with Section 3313.41, ORC.
  2. **Swing Space Allowance.** The amount of the Swing Space Allowance is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).
  3. **Other Allowance.** An allowance is provided in the budget for \_\_\_\_\_. The amount of the allowance is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).
- F. **Joint Vocational School District Board Due Diligence for Proposed Sites.** Prior to commencement of the design of a facility, the Joint Vocational School District Board shall provide a description of the site selected for a facility, for the Commission's review in accordance with Section 3318.08, ORC and Commission policies. In the event of an unforeseen condition requiring environmental remediation of the site, the Joint Vocational School District Board shall be solely responsible for the costs.

## II. OWNERSHIP OF THE PROJECT

- A. Ownership of the Project during the period of design and construction, through execution by the Joint Vocational School District Board and the Commission of a Certificate of Completion of the Project Agreement, shall be shared between the Commission and the Joint Vocational School District Board according to their respective contributions.
- B. Upon completion of the construction of the Project, the Commission's direct interest and participation in the Project is concluded. The Commission's interest is considered transferred to the Joint Vocational School District Board. The Joint Vocational School District Board shall assume sole responsibility for property ownership and facilities management, including the responsibility for enforcement of warranties and guarantees associated with the Project.
- C. The Joint Vocational School District Board shall not use any of the Classroom Facilities constructed pursuant to this Agreement for any purpose other than for an educational purpose.

- A. The Commission will require, as a condition precedent to execution of this Agreement and release of state funds, a certification by the Joint Vocational School District Board Treasurer that the local share amounts listed in Section III (A)(2), (3) and (4) (a) or (b) below are fully deposited in the Project Construction Fund. The Commission reserves the right to audit the Fund or any expenditure related to the Fund or the Project.

**1. VFAP Bonds or Notes with Language per ORC 3318**

- a. Pursuant to Section 3318.44 (A)(1), ORC, the Joint Vocational School District Board agrees to sell bonds or notes in an amount not less than \_\_\_\_\_ *Dollars* (\$ \_\_\_\_\_) as established pursuant to Section 3318.42, ORC. Such bonds shall be issued in accordance with Section 3318.08(A), and these sections shall govern any additional sale of bonds or notes sold by the Joint Vocational School District Board for the Project. All such bonds and notes shall be issued in accordance with the provisions of Chapter 133, ORC, and such bonds or notes may be renewed as provided in Section 133.22, ORC. The proceeds of any such bonds or notes, except any premium, accrued interest and interest included in the amount of the bonds or notes, shall be used first to retire any bond anticipation notes issued by the Joint Vocational School District Board for the Project.
- b. Within 30 days after the sale of bonds or notes issued pursuant to Article III (A)(1)(a), the Joint Vocational School District Board shall deposit into the Project Construction Fund \_\_\_\_\_ *Dollars* (\$ \_\_\_\_\_) from the proceeds of the sale of bonds or notes, as specified above.

**2. Property Tax/Income Tax Levy**

Pursuant to Section 3318.44 (B), ORC, the Joint Vocational School District Board agrees to deposit into the Project Construction Fund immediately upon execution of this Agreement the sum of \_\_\_\_\_ *Dollars* (\$ \_\_\_\_\_) from the proceeds of bonds leveraged by a property tax levy.

**3. Local Donated Contributions**

- a. **Federal Grant Moneys:** Pursuant to Section 3318.44 (A)(2), ORC, the Joint Vocational School District Board agrees to deposit into the Project Construction Fund immediately upon execution of this Agreement the sum of \_\_\_\_\_ *Dollars* (\$ \_\_\_\_\_) in federal grant moneys received by the Joint Vocational School District Board which can be applied to the Project cost.
- b. **Moneys Donated or Granted; Letters of Credit; Cash on Hand, Non 3318 Bond:** pursuant to Section 3318.44 (A)(2), ORC the Joint Vocational School District Board agrees to deposit into the Project Construction Fund immediately upon execution of this Agreement the sum of \_\_\_\_\_ *Dollars* (\$ \_\_\_\_\_) in local donated contributions as authorized by Section 3318.084, (A)(1), ORC. For purposes of this paragraph, a "local donated contribution" is any resource described in Division (C)(1) or (C)(2) of Section 3318.084, ORC but does not include direct spending by a third party source, as defined in Division (C)(3) of Section 3318.084, ORC.
- c. **Local Contribution Spent Directly By A Third Party Source.** As authorized under 3318.42 (A)(2), any moneys spent directly by a source other than the Joint Vocational School District Board or the State for work that is part of the Master Facilities Plan may be counted as a local donated contribution pursuant to Section 3318.084 (C)(3), ORC. In such cases, the Joint Vocational School District Board, the Commission, and the entity providing the local donated contribution must enter into a separate agreement in compliance with Section 3318.084 (C)(3), ORC to identify the classroom facilities to be constructed or renovated and the maximum amount of credit to be allowed for those expenditures. In any case where the Joint Vocational School District Board's local share is effectively reduced by a local contribution spent by a third party source, the parties agree to amend this Agreement to reflect any reduction in the amount of the local share amount in the Project Construction Fund.

- a. The Joint Vocational School District Board has completed a project under the Expedited Local Partnership Program and has signed a certificate of completion with the Commission for the project in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Pursuant to 3318.36(E)(1) this amount shall be deducted from the local share of the new basic project cost in Section I.C. above. If the ELPP credit amount is less than the amount in Section I.C., the Joint Vocational School District Board shall provide the difference through one or more of the methods described in III.A.1 to III.A.3 above. If the ELPP credit amount is greater than the amount in Section I.C., the Commission may grant to the Joint Vocational School District Board the difference.
- b. The Joint Vocational School District Board has made expenditures on a project under the Expedited Local Partnership Program under 3318.36(D)(1) but has not yet signed a certificate of completion. It is estimated that the amount of the ELPP project, when completed, will be \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Within 30 days of the signing of the certificate of completion by the Joint Vocational School District Board and the Commission, the Joint Vocational School District Board will, if the actual amount is higher than the estimated amount, deposit the difference out of the project construction fund, or, if the estimated amount is higher than the actual amount, deposit the difference into the project construction fund.
- c. The Joint Vocational School District Board has made expenditures outside of the Project Construction Fund which will not result in a certificate of completion under ELPP, but which are recognized by the Commission as a local share contribution to the project, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
- d. Within six (6) months after execution of the Project Agreement the Joint Vocational School District Board shall complete a final report of the amount of the credit for approval by the Commission. The Joint Vocational School District Board shall increase or decrease its local share deposited in the Project Construction Fund to reflect any changes made by the Commission to the amount shown above.

#### IV. MAINTENANCE OF COMPLETED FACILITIES

##### A. Maintenance Fund.

1. In accordance with Section 3318.43, ORC, the Joint Vocational School District Board shall annually deposit an amount equal to one and one-half percent (1½%) of the current insured value of the facilities into Fund 034 (Classroom Facilities Maintenance).
2. The Joint Vocational School District Board has resolved to annually deposit \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) which is one and one-half percent (1½%) of the current insured value of the facilities into the Classroom Facilities Maintenance Fund each year for the next twenty-three years as required in Section 3318.43, ORC (*Exhibit A - Resolution Authorizing the Joint Vocational School District Board to Earmark Dollars to the Maintenance Fund (Fund 034) attached*).

- B. **Maintenance Plan.** The Joint Vocational School District Board shall submit to the Commission for approval a plan for the preventative maintenance of each completed facility according to procedures specified by the Commission. The Joint Vocational School District Board acknowledges that: 1) allowable uses for the maintenance fund shall be the maintenance and repair of the completed facilities, including preventative maintenance, periodic repairs, and the replacement of facility components; 2) that routine janitorial and utility costs, equipment supplies and personnel associated with the day-to-day housekeeping and site upkeep per normal and customary standards are not allowable expenditures under the parameters of the maintenance fund; and 3) that the actual use of the maintenance fund, according to the terms of the approved Maintenance Plan, is subject to audit.

- A. The Commission shall cause the moneys for the State's share of the Project cost, or the applicable portion thereof, to be transferred to the Project Construction Fund from moneys appropriated by the General Assembly and encumbered for such purpose, from time to time, as may be necessary to pay obligations incurred pursuant to the terms of this Agreement. Such deposit will be pursuant to complete and accurate quarterly draw requests, executed by the Joint Vocational School District Treasurer and approved by the Commission. Breach or material non-compliance of this Agreement on the part of the Joint Vocational School District Board, after opportunity to cure, may obviate any Commission obligations with respect to the deposit of funds.
- B. State and Joint Vocational School District Board funds shall be spent concurrently throughout the life of the project in amount proportional to the State and Joint Vocational School District Board's share of the project cost.
- C. The amount of state appropriations to be encumbered for the Project in each fiscal biennium shall be determined by the Commission based on the Project's estimated construction schedule for that biennium. In each fiscal biennium subsequent to the first biennium in which state appropriations are encumbered for the Project, the Project has priority for state funds over Projects for which initial State funding is sought.

## VI. THE PROJECT CONSTRUCTION FUND

- A. The Joint Vocational School District Board acknowledges that proper management of the Project Construction Fund ("Fund") is an essential requirement of the Project. The Joint Vocational School District Board shall identify and describe any fund or account, other than the Project Construction Fund, that is related to the Project. The Joint Vocational School District Board shall establish escrow accounts required by law for retainage on trade contracts.
- B. All investment earnings of the Fund shall be credited to the Fund. The Joint Vocational School District Board shall maintain a separate account of the investment earnings attributable to the respective contributions to the Fund by the Joint Vocational School District Board and the Commission. The Joint Vocational School District Board shall report accurate interest earnings to the Commission on the quarterly draw request.
- C. Access to the Fund will be restricted to the Treasurer, the Board President, and the Superintendent of the Joint Vocational School District Board. The Joint Vocational School District Board shall disburse moneys from the Fund, including investment earnings credited to the Fund, upon approval by the Commission, which shall be evidenced by the consent of the Construction Manager. All vouchers must be approved by the Joint Vocational School District Board or designee, and by the Construction Manager as the Commission's designee, prior to any payment by the Joint Vocational School District Board. The Joint Vocational School District Board shall review and reconcile the Treasurer's log with records maintained by the Construction Manager on a quarterly basis.
- D. Transactions involving the Fund shall be restricted to: 1) payments for professional design and administration services, 2) payments to contractors who have performed work on the Project, 3) purchases related to the Project, and 4) any transactions authorized necessary or appropriate for establishing and administering investment accounts. Limited expenditures made by a Joint Vocational School District Board for the Project prior to execution of a Project Agreement may be approved for reimbursement, subject to all approvals required for other transactions involving the Fund. No Fund moneys or interest thereon shall be spent for any items inconsistent with the provisions of the Design Manual and Commission policies, unless a variance is approved by the Commission.
- E. The Joint Vocational School District Board shall not transfer or pursue any other transaction to remove moneys from the Fund, including investment earnings credited to the Fund, to any other fund or account except as permitted by this Agreement or with the written approval of the Commission.
- F. The Joint Vocational School District Board may, in accordance with Section 3318.12 (B)(2), and by a duly adopted resolution, choose to use all or part of the investment earnings of the Joint Vocational School District's project construction fund that are attributable to the Joint Vocational School District's contribution to the fund to pay the cost of classroom facilities or portions or components of classroom facilities that are not included in the Joint Vocational School District's basic project cost but that are related to the Joint Vocational School District's project. However, if the Joint Vocational School District Board chooses to use any or all of the investment earnings in this manner, and, subsequently, the cost of the project exceeds the amount in the project construction fund, the Joint Vocational School District Board shall restore to the project construction fund the full amount of the investment earnings used under division (B)(2) before any additional state moneys shall be released for the project.

The Joint Vocational School District Board shall provide a full accounting of the Fund, upon request of the Commission. The Joint Vocational School District Board shall provide the Commission a copy of any audit report received from the Auditor of State immediately upon receipt. The report may be provided in hard copy or by electronic medium. The Commission reserves the right to audit the Fund, or any expenditure related to the Fund or the Project.

- H. The contingency reserve portion of the construction budget shall be used only to pay costs resulting from unforeseen job conditions, to comply with rulings regarding building and other codes, to pay costs related to design clarifications or corrections to contract documents, and to pay the cost of settlements and judgments related to the Project, unless otherwise approved by the Commission.
- I. If any moneys remain in the Fund after the Project has been completed, they shall be disbursed as follows:
  - 1. At the discretion of the Joint Vocational School District Board, any investment earnings remaining in the project construction fund that are attributable to the Joint Vocational School District Board's contribution to the Fund shall be: retained in the project construction fund for future projects; transferred to the District's Maintenance Fund and used solely for maintaining the classroom facilities included in the project; or transferred to the Joint Vocational School District's permanent improvement fund.
  - 2. Any investment earnings remaining in the project construction fund that are attributable to the state's contribution to fund shall be returned to the Commission for expenditure pursuant to Section 3318.01 to 3318.20 or sections 3318.40 to 3318.45 of ORC.
  - 3. Any other surplus remaining in the project construction fund after the project has been completed shall be returned to the Commission and the Joint Vocational School District Board in proportion to their respective contributions to the fund, upon execution of the certificate of completion.
- J. Pursuant to Section 3318.41 (F), ORC, if the Fund, including all investment earnings credited to the Fund, and any interest earned through completion of the Project, becomes depleted by payments of proper Project costs, the Joint Vocational School District Board and the Commission shall complete the Project, with each contributing additional moneys in proportion to their respective original contributions to the Fund, provided there are appropriated moneys available to the Joint Vocational School District Board and the Commission and the Controlling Board approves the use of those moneys for completion of the Project. The procedures provided in Commission Rule 3318-4-02 shall be implemented to modify the scope of work or total budget for the Project. The Commission will not share proportionally in the cost of any renovation project that exceeds the total amount of cost that would have been budgeted for new construction. No additional State contribution to the Fund shall be made unless the Joint Vocational School District Board's pro-rata share of the increase is deposited into the Fund.
- K. The procedures provided in Commission Rule 3318-4-02 shall be implemented to modify the scope of work or total budget for the Project in situations where the student enrollment declines to such an extent that additional classroom facilities are not necessary to house the total student population at the time the Project is complete. The Joint Vocational School District Board and the Commission agree that time is of the essence with respect to any changes in the Master Facilities Plan and that all decisions regarding changes shall be expedited. The Joint Vocational School District Board's actual enrollment status will be monitored annually and enrollment report updates may be requested by the Commission which may result in revisions to the Master Facility Plan.
- L. If a Joint Vocational School District Board receives any monies, credits, grants or other type of reimbursement of any kind as a result of an expenditure from the project account, such monies, credits, grants or other type of reimbursement of any kind shall be credited to the project fund account, without regard to the proportional contributions of the parties.

## VII. LOCALLY FUNDED INITIATIVES ("LFI"):

- A. The Joint Vocational School District Board may elect to add to the scope of any Project and separate fund a scope of work, a LFI, which involves improvements to all or part of the Project funded through the Commission. The Joint Vocational School District Board may request the Commission to approve the incorporation of the design and construction of the LFI into the overall Project.
- B. Whenever a LFI will be purchased through contracts that are subject to the Commission's approval, a Memorandum of Understanding (MOU) will be executed by the Joint Vocational School District Board and the Commission, setting forth specific terms and conditions. A separate MOU should be executed for each building.

If the Joint Vocational School District Board elects to utilize the Architect and Construction Manager selected for the Commission funded Project, the fees for services shall not be less than the co-funded project fee percentages in comparison to the construction budgets unless approved by the Commission.

- D. The Joint Vocational School District Board will assume all of the financial responsibility for the LFI and establish a Local Initiative Fund or special cost center in a fund other than Fund 010 to account for the local resources supporting the LFI. The Joint Vocational School District Board will deposit the required money prior to certification of availability of funds.
- E. The Commission may designate a material, system or design feature as a LFI when the estimated cost of a project at the completion of a design phase exceeds the approved budget for the project, in situations where an alternative Design Manual compliant material, system or design feature would reduce the amount of the budget overrun.

### VIII. CONTRACT ADMINISTRATION

- A. The Joint Vocational School District Board shall select a qualified professional design firm ("Architect"), to prepare plans, specifications and estimates of cost for bidding the work necessary for the Project. The Joint Vocational School District Board shall comply with requirements of Section 153.65 to 153.71, ORC, in selecting and contracting with the Architect. The Commission shall provide the form of Agreement for the Architect and the Commission shall approve the Agreement, pursuant to Section 3318.091, ORC. Contracts awarded to firms with principles which exceed the contribution limits applicable to the contract authority as set for in all ethics and campaign contribution laws will not be approved by the Commission.
- B. The Commission shall select a Construction Manager in accordance with Section 9.33 et. seq., ORC, and enter into an Agreement negotiated by the Commission for construction management services. In that Agreement, the Commission and the Construction Manager shall each acknowledge that the Joint Vocational School District Board is an intended third party beneficiary of the Agreement, so as to permit the Joint Vocational School District Board to obtain full performance of the Construction Manager's obligations under the Agreement.
- C. The Standard Conditions of Contract provided by the Commission and in effect at the time of the applicable bid advertisement for the Project shall apply to the Project. The Standard Conditions may only be amended by Special Conditions approved by the Commission. As a special condition of contract, the Joint Vocational School District may adopt, in part or in whole, and as may be periodically amended, the responsible bidder criteria adopted by the Commission as Resolution #07-98. The Joint Vocational School District Board, with the approval of the Commission, shall competitively bid, execute and administer contracts for construction on the Project and all other contracts as necessary, in compliance with applicable federal, state and local statutes, ordinances, codes and regulations. Contracts awarded to firms with principles which exceed the contribution limits applicable to the contract authority as set for in all ethics and campaign contribution laws will not be approved by the Commission.
- D. The Commission and the Joint Vocational School District Board shall each designate a representative authorized to act on their behalf with respect to decisions required by this Agreement and required during the course of the Project. Pursuant to Section 3318-2-04, of the Ohio Administrative Code, the Commission may authorize the Executive Director or the Executive Director's designee to take actions necessary for the performance of this Agreement. The Joint Vocational School District Board acknowledges the potential that special meetings may be required for timely execution of decisions and agrees to schedule special meetings as necessary.
- E. The Commission has pre-qualified firms to provide Partnering, Maintenance Planning and Commissioning services. The cost of basic services provided by one of the pre-qualified firms shall be an eligible project cost.
- F. The "Encouraging Diversity, Growth, and Equity" (EDGE) business development program created pursuant to Ohio Revised Code Section 123.152 and amplified under the rules promulgated thereunder in the Ohio Administrative Code is applicable to the project.

**IX. GENERAL PROVISIONS**

- A. **Insurance.** The Joint Vocational School District Board shall insure the Project for building risk as soon as the Joint Vocational School District Board has an insurable interest therein in such amounts and against such risks as the Commission and the Joint Vocational School District Board shall agree and shall maintain that insurance during construction. The cost of such insurance shall be payable from the Fund. The Joint Vocational School District Board shall insure the Project for Builders Risk and Professional Liability as soon as the Joint Vocational School District Board has an insurable interest therein in such amounts and against such risks as the Commission and the Joint Vocational School District Board shall agree and the Joint Vocational School District Board shall maintain such insurance throughout construction. With the approval of the Commission, the Joint Vocational School District Board may purchase other insurance policies for benefit of the Project. The cost of the builders' risk and professional liability insurance and other such insurance policies approved by the Commission shall be payable from the Fund.
- B. **Termination.** This Agreement shall be terminated, and the moneys that were encumbered at the time of the Project's conditional approval by the Commission shall be released for other purposes, if the proceeds of the sale of the bonds or notes of the Joint Vocational School District Board, or other lawful alternative funding sources are not paid into the Fund, or if bids for initial contracts for the construction of the Project have not been taken within 24 months after the execution of this Agreement, or such later date as may be approved by the Commission. Additionally, this Agreement may be terminated for convenience by either party upon sixty days notice. Upon such notice, the State share of the project construction fund shall be returned to the Commission within thirty days of all termination costs being paid out of the project construction fund.
- C. **Capitalized Terms.** Capitalized terms in this Agreement shall have the same meaning as those defined in Chapter 3318, ORC, unless otherwise defined herein or unless another meaning is indicated by the context.
- D. **Entire Agreement.** This Agreement is the entire and integrated Agreement between the Commission and the Joint Vocational School District Board and supersedes all prior negotiations, representations or agreements, either written or oral.
- E. **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.
- F. **Conditions to Validity.** None of the rights, duties and obligations contained in this Agreement shall be binding on any party hereto until all legal requirements have been complied with, including without limitation that the Director of Budget and Management of the State first certifies that there is a balance in the appropriation not already obligated to pay existing obligations, as required by Section 126.07, ORC, all necessary funds are available from the applicable state agencies or instrumentalities and, when required, the expenditure of such funds is approved by the Controlling Board of the State of Ohio or other applicable approving body.
- G. **Successors and Assigns.** The Commission and the Joint Vocational School District Board, 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.
- H. **Law of Ohio.** This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the State of Ohio shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.
- I. **Legal Representation.** The Joint Vocational School District Board and the Commission understand that each party will bear its own legal costs incurred in the administration of the project and such costs will not be considered an expenditure out of the project construction fund, except as otherwise may be agreed to by the parties.
- J. **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.
- K. **Amendment.** This Agreement may be amended only by an amendment executed by both the Commission and the Joint Vocational School District Board.

**Effective Date.** This Agreement shall become effective on the last date of signature by the President and Treasurer of the Joint Vocational School District and the Chairman and Executive Director of the Commission.

*In witness whereof*, the parties hereto have hereunto set their hands of the day and year set forth herein.

\_\_\_\_\_ **JVSD**

By: \_\_\_\_\_  
President - Board of Education

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
Treasurer, Board of Education

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_

**OHIO SCHOOL FACILITIES COMMISSION**

By: \_\_\_\_\_  
Executive Director

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_

**AGREEMENT  
FOR  
CONSTRUCTION MANAGEMENT SERVICES**

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This Agreement for Construction Management Services (this “Agreement”), is made by and between the State of Ohio through the *Ohio School Facilities Commission* (the “Commission”), whose contact person and address is set forth below, and «*CM*» (the “Construction Manager”), whose contact person and address is set forth below.

The Commission, under the terms and conditions set forth herein, does employ the Construction Manager to provide management services with respect to the «*Project*» Project (the “Project”).

The Commission and the Construction Manager understand the Project is being undertaken on behalf of the «*SchoolDistrict*» School District Board of Education (the “School District Board”), and the School District Board is an intended third party beneficiary of the Agreement, so as to permit the School District Board to obtain full performance of the Construction Manager’s obligations under this Agreement.

The Commission and the Construction Manager acknowledge that the School District Board has employed «*Architect*» (the “Architect”) to provide professional design services on the Project, whose contact person and address is set forth below:

**Project Name:** «*Project*»  
**Project Number:** «*Project1*»

**The Ohio School Facilities Commission:**

Contact Person: «*PA*»  
Address: *10 W. Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215*  
Phone Number(s): *(614) 466-6290*  
Fax Number(s): *(614) 995-9908*

**Construction Manager:**

Contact Person: «*CMContact*»  
Address: «*CMAdd1*»  
«*CMAdd2*»  
«*CMAdd3*»  
Phone Number(s): «*CMPhone*»  
Fax Number(s): «*CMFax*»

**School District Board:**

Contact Person: «*SDContact*»  
Address: «*SDAdd1*»  
«*SDAdd2*»  
«*SDAdd3*»  
Phone Number(s): «*SDPhone*»  
Fax Number(s): «*SDFax*»

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**Architect:**

Contact Person:                    «*ArchContact*»  
Address:                                «*ArchAdd1*»  
  «*ArchAdd2*»  
  «*ArchAdd3*»  
Phone Number(s):                «*ArchPhone*»  
Fax Number(s):                    «*ArchFax*»

WHEREAS, the Ohio General Assembly has appropriated funds for the Project to the Commission as more fully itemized in the applicable Controlling Board Request and the applicable Office of Budget and Management Encumbrance; and

WHEREAS, the School District Board has received a favorable vote of the electors of the school district on the propositions required for the Project, as required by Section 3318.05(A) and (B) of the Ohio Revised Code; and

WHEREAS, the Construction Manager desires, and is capable, to provide construction management services for the Project, including without limitation, services required to plan, schedule, coordinate, manage and administer the Project; and

WHEREAS, unless adjusted herein, all Direct Personnel Expenses, Basic Fees and Reimbursable Expenses and any Additional Fees payable to the Construction Manager under this Agreement will not exceed «*CMContractAmt*».

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Commission and the Construction Manager agree as follows:

**ARTICLE I**  
**RESPONSIBILITIES OF CONSTRUCTION MANAGER**

**1.0** The Construction Manager shall obtain a copy of the Ohio School Design Manual (“Design Manual”). The Construction Manager shall endeavor to ensure that the plans and materials proposed for use in the project comply with the standards established by the Design Manual. The Construction Manager agrees that any variance from the Design Manual will be submitted to the Commission for approval.

**1.1 Construction Manager’s Services.**

1.1.1 Scope of Services; Applicable Law. The Construction Manager shall provide construction management services for the Project in accordance with the terms of this Agreement. The Construction Manager 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, and the School District Board’s Program of Requirements (comprised of, without limitation, the Master Plan, Bracketing Forms and Summary of Renovations, Project Budget and Cost Estimates) as incorporated by reference herein.

- 1.1.2 Construction Budget. The total amount available for the construction of the Project is «**ConstBudget**» (the “Construction Budget”). The optional demolition budget is not included in the amount of the Construction Budget. Refer to Section 5.5 Optional Demolition/Abatement Expenses and Fees for the optional demolition budget. The School District Board and the Commission shall provide written notice to the Construction Manager and the Architect of any change in the Construction Budget. It is recognized that the Construction Manager, the Commission, the Architect and the School District Board 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 Construction Manager 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 Construction Manager.
- 1.1.3 Timeliness; Standard of Care. The Construction Manager shall perform 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 Commission and the School District Board. The Construction Manager’s duty of care extends to the School District Board as well as the Commission.
- 1.1.4 Project Schedule. Within thirty (30) days of receipt of the Architect’s Design Schedule, the Construction Manager shall, in consultation with the Architect, merge the Design Schedule into a Project Schedule. Upon approval of the Project Schedule by the Architect and the Construction Manager, the Construction Manager shall submit the Project Schedule to the School District Board and the Commission for approval. It shall be the Construction Manager’s responsibility to monitor, update, coordinate and seek adherence to the Project Schedule. The Project Schedule, when approved by the School District Board and the Commission, shall not be exceeded without notice and adjustment of the Project Schedule approved by the School District Board and the Commission.
- 1.1.5 Personnel. The identities of the principal persons and the extent of their participation in performing the Construction Manager’s services shall not be altered without the consent of the Commission.
- 1.1.6 Non-Discrimination. The Construction Manager represents that the Construction Manager is in compliance with all applicable equal employment opportunity requirements under law, as required by Section 153.59 of the Ohio Revised Code and/or any other applicable state or federal laws.

- 1.1.7 Consultants. The Construction Manager may provide services through one or more consultants employed by the Construction Manager (the “Consultants”); provided, the Construction Manager shall remain responsible to the Commission and the School District Boards for all duties and obligations of the Construction Manager under this Agreement. Unless waived or otherwise modified in writing by the Commission upon written request of the Construction Manager, 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 Construction Manager’s services shall not be altered without the consent of the Commission.
- 1.1.8 Anti-Abuse of Drugs and Alcohol. The Construction Manager shall make a good faith effort to ensure that no employee of the Construction Manager 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 Projects. 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 Construction Manager 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. In accordance with Executive Order 2007-01S, the Construction Manager, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Construction Manager understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other Agreements with the State of Ohio.
- 1.1.10 Ohio Services. Unless otherwise authorized by the Commission, the Construction Manager’s services shall be performed within the State of Ohio.
- 1.1.11 Limitation of Authority. The Construction Manager shall not have any authority to bind the Commission or the School District Board for the payment of any costs or expenses without the express written approval of the Commission or the School District Board, as applicable. The Construction Manager shall have authority to act on behalf of the Commission and the School District Board only to the extent provided herein. In the event of an emergency affecting the safety of persons, the Project or adjacent property, the Construction Manager, without special instruction or authorization, shall act reasonably to prevent or minimize any threatened damage, injury or loss. The Construction Manager’s authority to act on behalf of the Commission and the School District Board shall be modified only by an amendment in accordance with Subparagraph 9.5.2.
- 1.1.12 Approval or Disapproval of Construction Manager’s Services. The Commission, with the concurrence of the School District Board, shall have the right to reasonably disapprove, by written notice stating the reasons for the disapproval, any portion of the Construction Manager’s services for the Project. In the event that any of the Construction Manager’s services are disapproved by the Commission, the Construction Manager shall proceed, when directed by the Commission, with corrections to the services to attempt to satisfy the objections. The Construction

Manager acknowledges that any review or approval by the Commission and the School District Board of any services performed by the Construction Manager pursuant to this Agreement shall not relieve the Construction Manager of the Construction Manager's responsibility to properly and timely perform such services.

- 1.1.13 Conflict of Interest. Unless waived or otherwise modified in writing by the Commission upon written request of the Construction Manager, the Construction Manager and any consultant employed by the Construction Manager shall abstain from participating, either directly or indirectly, in any construction contract let in association with the Commission.
- 1.1.14 Project Status Report. Unless waived or otherwise modified in writing by the Commission, the Construction Manager shall, upon commencement of services through Project closeout, submit a project status report on a monthly basis to the Commission and the School District Board.
- 1.1.15 Project Website. The Construction Manager shall, upon commencement of services through Project closeout, maintain and summarize project information and reports as specified by the Commission on the Commission/Construction Manager website.
- 1.1.16 Unresolved Finding for Recovery. The Construction Manager represents that the Construction Manager is not subject to a finding for recovery under Section 9.24, ORC, or that Construction Manager has taken the appropriate remedial steps required under Section 9.24, ORC, or otherwise qualifies under this section.
- 1.1.17 Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization. For all contracts in excess of \$100,000, the Construction Manager is required to certify that the Construction Manager does not provide material assistance to any organization that is on the United States Department of State Terrorist Exclusion List. The Declaration Regarding Material Assistance/Nonassistant to a Terrorist Organization form to be executed by the Construction Manager is attached to the signature page and labeled Exhibit 1.
- 1.1.18 Ohio's Encouraging Diversity, Growth and Equity (EDGE) Program. The Construction Manager shall comply with or make a good faith effort to comply with the EDGE business enterprise participation goal of 5 percent of the total contract amount. The Construction Manager shall report the actual amounts paid to EDGE business enterprises on the Consultant's Invoice.
- 1.1.19 Drug Free Workplace. The Construction Manager is required to be enrolled and in good standing in an Ohio Bureau of Worker's Compensation (OBWC) Drug-Free Workplace Program (DFWP) or an equivalent OBWC-approved DFWP throughout the entire Project. Any consultant employed by the Construction Manager providing labor at the project site shall be enrolled and in good standing in the DFWP. The Construction Manager and any consultant employed by the Construction Manager that provide labor on the project site shall comply with the random testing requirements set forth in Section 153.03(B)(2)(b-c), Ohio Revised Code including the placement of its employees in a pool with a random drug testing rate of at least 5 percent. The Construction Manager certifies compliance with these requirements by signing this Agreement.

**ARTICLE II**  
**SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES**

**2.1 General.**

- 2.1.1 The Construction Manager shall provide the Basic Services set forth in Paragraphs 2.2 through 2.7, inclusive, including services customary and typical. The Construction Manager shall provide services according to an Implementation Plan approved by the Commission. It is recognized that the School District Board's Program of Requirements may consist of multiple Pre-Design, Schematic Design, Design Development, Construction Document, Bidding/Negotiation and Construction Phases.
- 2.1.2 Construction Manager shall provide services to accommodate the School District Board's Commissioning Authority and Maintenance Plan Advisor.

**2.2 Pre-design Phase (Program Validation).**

- 2.2.1 Program of Requirements. The Construction Manager shall visit the site with the Architect prior to the Architect's providing an evaluation of the School District Board's Program of Requirements. The Construction Manager shall review and comment upon the Architect's evaluation of the School District Board's Program of Requirements, schedule and budget requirements, including the Construction Budget, each in terms of the other.
- 2.2.2 Approved Program of Requirements and Revisions. The Construction Manager shall receive from the Architect a Program of Requirements approved and signed by the School District Board for approval thereof and signature thereon; the Construction Manager shall deliver with comments the Approved Program of Requirements to the Commission for approval. If any changes or adjustments to the Approved Program of Requirements are desired at any time after the Approved Program of Requirements has been delivered to the Commission, the Architect shall prepare a written amendment to the Approved Program of Requirements describing the changes or adjustments, and shall obtain the School District Board's written approval thereof and deliver the amendment to the Commission and the Construction Manager for review, comment and consent. The Approved Program of Requirements, as amended, shall determine the Scope of the Project.
- 2.2.3 Soil Testing. The Construction Manager shall assist the School District Board in obtaining proposals to test surface and subsoil conditions at the site, obtaining additional borings, and carrying out any other test as deemed necessary.

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

- 2.3.1 Review and Consultation. The Construction Manager shall assist the Architect's investigation of existing conditions.

- 2.3.2 Recommendations and Costs. The Construction Manager shall provide recommendations on constructability, logistics, availability of materials and labor, and time requirements for construction and factors related to the Commission Design Manual and 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 Construction Manager shall review any alternative design concepts for a Preliminary Life Cycle Analysis prepared or to be prepared by the Architect and provide recommendations thereon about the matters listed in Subparagraph 2.3.2 and forward a copy to the Commission.
- 2.3.4 Schematic Design Documents. The Construction Manager shall receive four (4) copies of the School District Board's Approved Schematic Design Documents from the Architect. The Construction Manager will attend a meeting with the Architect, the School District Board and the Commission where those parties may make comments or suggestions to the Architect. After receiving comments and suggestions, the Architect shall submit an amended set of Schematic Design Documents to the School District Board and obtain its approval in writing, then forward the approved amended set of Schematic Design Documents to the Commission for final review and approval.
- 2.3.5 Preliminary Cost Estimate. The Construction Manager shall, with the assistance of the Architect, prepare and submit a Statement of Probable Construction Cost based on current area volume and other unit costs, for approval of the School District Board. The Construction Manager and the Architect shall review any difference between the Construction Budget and the Statement of Probable Construction Cost, identify reasons for any difference and recommend means to eliminate the difference. The Construction Manager shall prepare a report describing the agreed upon means and submit the report to the Commission.

## **2.4 Design Development Phase (Basic Drawings).**

- 2.4.1 Life Cycle Analysis. The Construction Manager shall review any Life Cycle Cost Analysis, provide recommendations thereon about the matters listed in Subparagraph 2.3.2 and forward a copy to the Commission. This section does not apply if the Architect utilizes a system set forth in the Design Manual. The applicable Life Cycle Analysis calculations have already been prepared for systems contained in the Design Manual.
- 2.4.2 Design Development Documents. The Construction Manager shall receive four (4) copies of the Design Development Documents from the Architect. The Construction Manager will attend a meeting with the Architect, the School District Board and the Commission where those parties may make comments or suggestions to the Architect. After receiving comments and suggestions, the Architect shall submit an amended set of Design Development Documents to the School District Board and obtain its approval in writing, then forward the approved amended set of Design Development Documents to the Commission for final revision and approval.

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 Construction Manager, with the assistance of the Architect, shall prepare and submit a Detailed Estimate of Construction Cost and a Project Schedule indicating milestone completion dates for approval by the School District Board. In establishing the Detailed Estimate of Construction Cost, the Construction Manager shall include reasonable contingencies for design, bidding and price escalation and determine in conjunction with the Architect and the School District Board the materials, equipment, component systems and types of construction to be included in the Contract Documents. The Construction Manager and the Architect shall review any difference between the Construction Budget or 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. The Construction Manager, the Architect, and the School District Board shall agree upon the means to eliminate any difference between the Construction Budget and the Detailed Estimate of Construction Cost, and the Construction Manager shall prepare a report describing the agreed upon means. The Construction Manager and the Architect shall review any differences between the initial Project Schedule and the updated Project Schedule, identify reasons for the differences and recommend whether the differences should be eliminated and, means to eliminate the differences. If the parties agree to eliminate any such differences, the Construction Manager shall prepare a report describing the agreed upon means. The Construction Manager, the Architect and the School District Board shall make any necessary amendments to the Approved Program of Requirements in accordance with Subparagraph 2.2.2. The Construction Manager shall forward the approved Program of Requirements to the Commission.

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

2.5.1 Final Construction Documents, Drawings and Specifications. The Construction Manager shall prepare the Scope of Work for inclusion by the Architect in the Drawings and Specifications, taking into consideration factors including, but not limited to, time of performance, availability of labor, overlapping trade jurisdictions, 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 Construction Manager shall receive all Drawings and Technical Specifications from the Architect, review them and transmit them to the School District Board and the Commission for approval with recommendations thereon about the matters listed in Subparagraph 2.3.2 and possible Alternates.

2.5.2 Cost Estimate and Project Schedule. The Construction Manager shall inform the Architect, the School District Board and the Commission 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 School District Board and the Commission of any such changes or adjustments, the Construction Manager, with the assistance of the Architect, shall prepare a revised Detailed Estimate of Construction Cost or a revised Project Schedule, as applicable, incorporating such changes or adjustments and provide a copy to the Commission.

- 2.5.3 Bidding Documents. With the aid of the Architect, the School District Board, and Commissioning Authority, if any, the Construction Manager shall prepare documents necessary for bidding of Contracts by reviewing those documents and making recommendations about the division of Work and matters to be included in the Special Conditions. The Architect shall review and provide comments to the School District Board and the Construction Manager on bid packages. Additionally, the Construction Manager shall work with the Architect to divide the Work into an appropriate number of bid packages so as to effect the greatest possible benefit, taking into full account the Construction Manager's responsibilities herein to schedule, coordinate and monitor the multiple Contractors.
- 2.5.4 Government Approvals. The Construction Manager shall cooperate with the Architect in submitting to the Division of Code Compliance of the Ohio Department of Commerce (the "Division"), such sets of the Drawings and Specifications as the Division may require for approval, together with any necessary completed applications. The Construction Manager shall assist the Architect to secure any necessary National Pollution Discharge Elimination System 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 Construction Manager shall cooperate with the Architect with filing of documents required for the approval of any other governmental authorities having jurisdiction over the Project.
- 2.5.5 Additional Filings. Upon approval of the Division of the Drawings and Specifications, the Construction Manager shall receive from the Architect one (1) set of corrected copies of the Drawings and Specifications bearing approval stamps of the Division.
- 2.5.6 Special Items. The Construction Manager shall schedule any necessary meetings with the Architect and the School District Board and provide recommendations and information to the Architect and the School District Board 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 Construction Manager shall also review the Contract Documents to verify that the requirements for and assignment of responsibilities are included in the Contract Documents.
- 2.5.7 Labor Recommendations. The Construction Manager shall provide to the Architect and the School District Board an analysis of the types and quantities of labor required for the Project, review the availability of appropriate categories of labor required for all Contracts and shall make 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 Construction Manager shall assist 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 Construction Manager, with the assistance of the Architect, shall conduct prebid conferences with prospective Bidders to familiarize Bidders with the Contract Documents, any special requirements of the Contract Documents and equal employment opportunity and set aside requirements. The Construction Manager shall obtain responses from the Architect to all questions at prebid conferences and review Addenda prepared by the Architect to incorporate those responses. The Construction Manager shall prepare a record of the questions and answers discussed at the prebid conferences, which shall be used by the Architect to prepare Addenda.
- 2.6.3 Bid Packages and Addenda. The Construction Manager shall assemble the Contract Documents into appropriate packages and shall distribute the packages to prospective Bidders, the Architect, the Commission, the School District Board and other appropriate persons, including without limitation any applicable local or regional plan room organizations. The Construction Manager shall review any Addenda and provide a copy to each person of record holding Drawings and Specifications.
- 2.6.4 Bid Review. The Construction Manager, with the assistance of the Architect and the School District Board, shall coordinate the bid opening and the review of all bids received for responsiveness, participate in investigating the responsibility of Bidders and deliver a written recommendation of the Construction Manager and the Architect to the School District Board about the award of, or rejection of, any bid or bids for each Contract for the Project in accordance with applicable law. The Construction Manager shall deliver a copy of such recommendation to the Commission. In making the recommendation, the Construction Manager and the Architect 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 Construction Manager in recommending the award of any Contract.
- 2.6.6 Preaward Conferences. The Construction Manager, with the assistance of the Architect, 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 shall assist the School District Board in considering whether an extension of time for submitting such documentation is appropriate.
- 2.6.7 Subcontractor and Material Supplier Review. The Construction Manager, 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 Standard Conditions.

- 2.6.8 Over Budget Options. If the Construction Budget is exceeded by the total of the lowest responsive and responsible bids and any legally negotiated prices for the Project, the Commission and the School District Board shall, at their option (1) approve in writing an increase in the Construction Budget; (2) authorize 2.6.8 rebidding or renegotiation 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 Commission and the School District Board adopt option (1) and such increase in the Construction Budget is more than ten percent (10%), the Construction Manager may request, in writing, an adjustment to the Basic Fee in accordance with Subparagraph 5.6.5. If the Commission and the School District Board adopt options (2), (3) or (4), the Construction Manager, with the assistance of the Architect, 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 Construction Manager shall inform deliver the signed, revised Detailed Estimate of Construction Cost or Project Schedule to the Commission and inform the Architect, the Commission and the School District Board of the need for any adjustments in the Detailed Estimate of Construction Cost and the Project Schedule. Upon approval of the Commission and the School District Board of any such adjustments, the Construction Manager, with the assistance of the Architect, shall prepare a revised Detailed Estimate of Construction Cost or a revised Project Schedule, as applicable, incorporating such adjustments, obtain the School District Board's signature thereon and deliver the signed, revised Detailed Estimate of Construction Cost or Project Schedule to the Commission.
- 2.6.10 Contract Execution/Notices. The Construction Manager, with the assistance of the Architect, shall assist the School District Board 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 Commission and the School District Board. The Construction Manager shall at all times have access to the Project whenever any Work is in preparation or in progress.

- 2.7.2 Duties Generally. The Construction Manager shall provide administration of the Project, scheduling of Work and coordination of the Contractors and any other persons on the site of the Project. Unless otherwise waived in writing by the Commission and the School District Board, the Construction Manager shall maintain a competent staff at the Project in preparation of progress on the Project and shall establish and implement on-site organization and authority so that the Work on the Project may be accomplished timely and efficiently. The Construction Manager shall refer all questions for interpretation of the Contract Documents to the Architect and shall notify the Architect when the presence of the Architect on the Project site is necessary. The Construction Manager's duties shall not, and shall not be deemed to, require the Construction Manager to undertake any of the Contractor's Responsibilities as set forth in Subparagraph 2.7.18.
- 2.7.3 Investigation of Conditions for Renovation or Remodeling. For renovation and remodeling, the Construction Manager, with the assistance of the Architect, shall, as portions of the Project become accessible and as reasonably necessary, investigate existing conditions and assist in determining the accuracy of information provided by the School District Board about existing conditions.
- 2.7.4 Inspections. The Construction Manager shall inspect the Work of each Contractor for Defective Work. If, through inspection or otherwise, the Construction Manager shall become aware of any Defective Work on the Project, the Construction Manager shall report all Defective Work to the Commission, the School District Board and the Architect, together with recommendations for the correction thereof, and shall notify any applicable Contractor to correct such Defective Work.
- 2.7.5 Progress and Records. The Construction Manager shall record the progress of the Project and provide written reports to the Commission and the School District Board on a monthly basis unless otherwise agreed in writing. Such reports shall include, without limitation, information about variations between actual and budgeted or estimated costs and information on each Contractor's Work, as well as completion status on the entire Project, showing percentages of completion. The Construction Manager shall require each Contractor to submit a safety program. The Construction Manager shall review those safety programs for the purpose of coordinating them with each other. The Construction Manager's responsibilities to coordinate the safety programs shall not require the Construction Manager to control the acts of Contractors, Subcontractors or any other persons not employees of the Construction Manager. The Construction Manager shall keep a log containing a daily record of weather, number of workers on site for each Contractor, identification of equipment, work accomplished, problems encountered and other similar relevant data. The Construction Manager shall provide for the maintenance at the Project site, on a current basis of records of all Contracts, Drawings, Specifications, Shop Drawings, Product Data, Samples, purchase orders, materials, equipment, maintenance and operating manuals and instructions, and other construction-related documents, including all revisions. The Construction Manager shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations to the extent certified by a qualified surveyor or professional engineer and any test results, make all such records available to the Architect, the Contractors, the Commission and the School District Board at all times and at the completion of the Project deliver all such records to the School District Board.

- 2.7.6 Construction Schedule. The Construction Manager shall, with the cooperation of the Architect and the Contractors, prepare the Construction Schedule in accordance with the Standard Conditions. The Construction Manager shall provide copies of the Construction Schedule and schedule of submittals to the Architect, the Commission and the School District Board and incorporate the Construction Schedule and schedule of submittals into the Project Schedule so that the Project Schedule includes a Critical Path for the Project and provides for each scope of Work, including without limitation, phasing of construction, times for commencement and completion required of each Contractor and ordering and delivery of materials requiring long lead-time. The Construction Manager shall require each Contractor to provide records for any materials that require long lead-time and to certify to the Construction Manager that such materials have been ordered for timely delivery to the Project. The Construction Manager shall, if requested by the School District Board, provide a priority of occupancy in accordance with the Standard Conditions. The Construction Manager shall review the sufficiency of the Contractors' workforce and the number and types of equipment assigned and provided by each Contractor to the Project and shall make recommendations to the Commission and the School District Board about the adequacy of such workforce and equipment. The Construction Manager shall periodically inform the Architect, the Commission and the School District Board of the need to update the Project Schedule as required to show current conditions, including without limitation, to conform to the Construction Schedule, as updated from time to time. If such conditions indicate that milestone completion dates shown on the Project Schedule may not be met, the Construction Manager shall recommend corrective action to the Architect, the Commission and the School District Board and carry out the directions of the Commission so that the milestone completion dates may be met, unless the Commission and the School District Board agree in writing to revise the milestone completion dates. Whenever the Project Schedule is revised or updated as provided in this Subparagraph, the Construction Manager, with the assistance of the Architect, shall prepare a revised Project Schedule, obtain the School District Board's signature thereon and deliver the revised Project Schedule to the Commission.
- 2.7.7 Meetings. The Construction Manager shall schedule, conduct and participate in preconstruction, progress, quality control, commissioning and special meetings with the Architect, the Commission as needed, the School District Board, appropriate Consultants, the Contractors and any other parties involved in the Project to discuss such matters as procedures, progress, problems and scheduling. The Construction Manager shall prepare and distribute minutes of all such meetings to the Architect, the Commission, the School District Board, the Contractors and any other parties involved. The Construction Manager shall initiate and coordinate partnering meetings with the Architect, the Commission, the School District Board, appropriate Consultants, the Contractors and other parties involved in the Project.
- 2.7.8 Tests; Inspections. The Construction Manager shall advise and consult with the Architect and the School District Board during the Construction Phase as to the need for any special testing, inspections or approval of Work on the Project.
- 2.7.9 Submittal Review. The Construction Manager shall receive, review for completeness and responsiveness the Contractors' submittals such as Shop Drawings, Product Data

and Samples and shall deliver them to the Architect for review and approval as provided in the Standard Conditions.

- 2.7.10 Bulletins; Change Orders. The Construction Manager shall recommend necessary or desirable changes in the Project to the Commission, the School District Board and the Architect, review any Bulletins prepared by the Architect prior to their issuance, review Contractor proposals and submit recommendations thereon to the Commission, the School District Board and the Architect, assist in negotiating Change Orders in accordance with the Standard Conditions for authorization and execution by the Commission, the School District Board and the Architect. The Construction Manager shall keep a log of all requests for information, Field Work Orders, Bulletins, Contractor Proposals and Change Orders.
- 2.7.11 Project Costs. The Construction Manager shall maintain Project cost accounting records on Work performed by Contractors under unit costs, actual costs for labor and materials, or other appropriate basis and afford the Commission and the School District Board access to these records at all times. The Construction Manager shall approve all invoices to be paid from the Project Construction Fund and maintain a log to track and record each approved expenditure. The Construction Manager shall review and reconcile the Construction Manager's log with records maintained by the School District Treasurer on a quarterly basis and submit a report to the Commission and the School District Board.
- 2.7.12 Contractor Payments. Based upon the Construction Manager's review of the applicable Work and evaluations of the applicable Contractor's Applications for Payment, the Construction Manager shall review and recommend for approval, modification or rejection the amounts shown on such Applications as being due to the applicable Contractor in accordance with the Contract Documents. Each Application for Payment shall be signed by the Architect, the Construction Manager and the School District Board, as applicable.
- 2.7.13 Partial Occupancy and Maintenance Plan. The Construction Manager shall assist the Commission and the School District Board in determining dates of Partial Occupancy of the Work or portions thereof designated by the School District Board and shall assist in obtaining any necessary temporary occupancy certificate or other certificate from any applicable government authority. The Construction Manager shall review any lists prepared by the Architect of incomplete or unsatisfactory Work and prepare schedules for the completion or correction of such Work. The Construction Manager will initiate the process for developing a preventative maintenance and capital planning program for the completed facilities at least six months prior to the completion of any facility for occupancy. The Construction Manager will collect and organize the facility equipment information in accordance with procedures and instructions provided in Appendix B to this Agreement.
- 2.7.14 Contract Closeout. Upon receipt of a Contractor's Punch List, the Construction Manager shall provide written notice to the Commission, the School District Board and the Architect that the Work is ready for Final Inspection, notify the Contractor of acceptance or rejection of the request for Final Inspection, conduct the Final Inspection with the concurrence of the Architect, review an Architect's Punch List, if applicable, and prepare and process a Certificate of Contract Completion in

accordance with the Standard Conditions. Upon Contract Completion, the Construction Manager shall receive, review for conformity with the requirements of the Contract Documents and transmit to the Commission any affidavits and turn over to the School District Board any keys, manuals and the originals of any guarantees, warranties, releases, bonds and waivers with copies to the Commission. The Construction Manager shall assist the School District Board with the check out of utilities and of operations systems and equipment for readiness and shall assist the School District Board in the initial start-up and testing of such equipment and systems including coordinating the training of the School District Board's staff on the operation and maintenance of new systems.

- 2.7.15 Contractor Claims. The Construction Manager shall endeavor to timely and proactively identify, address and resolve matters involving persons, entities or events which may give rise to a request for equitable adjustment of the Contract. The Construction Manager shall properly document and review claims from Contractors for additional compensation or time extension in accordance with the provisions set forth in the Standard Conditions. In the event the field level review does not resolve the issues brought forth by the Contractor, the Construction Manager shall make arrangements for, and attend dispute resolution or partnering intervention meetings related to each claim.
- 2.7.16 Record Drawings. The Construction Manager shall review the As-Built Drawings provided by the Contractors and verify that the As-Built Drawings, to the best of the Construction Manager's knowledge based upon the Construction Manager's observations during the progress of the Project, detail the actual construction of the Project. The Construction Manager shall transmit the verified As-Built Drawings to the Architect for the preparation of Record Drawings.
- 2.7.17 Eleven-Month Inspection and Project Close Out. The Construction Manager shall schedule and conduct a walk-through of the Project with the School District Board one month prior to the expiration of the one year Guarantee provided by the Contractor. The Construction Manager shall consult with the Architect and the School District Board to address any issue identified in the walk-through according to the procedures specified in the Standard Conditions. The Construction Manager will assist the School District Board to provide a final accounting of the Project Construction Fund, including a total cost and total revenue for all funds related to the Project.
- 2.7.18 Contractor Responsibilities. The Construction Manager 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 Construction Manager 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. The Construction Manager shall not be responsible for the presence, handling, exposure or disposal of hazardous materials or mold at the Project site.

**ARTICLE III  
ADDITIONAL SERVICES**

**3.1 General.**

- 3.1.1 Basic Services. The following services are not included in Basic Services and shall be provided only if approved by the Commission in writing with the concurrence of the School District Board. The following services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Construction Manager shall not be compensated for any of the following services made necessary by the act or omission of the Construction Manager or any Consultant. Unless waived by the Commission in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.
- 3.1.2 Specialized Services. Providing any service not included in this Agreement or not ordinarily furnished in accordance with customary practice.
- 3.1.3 Partnering Facilitator. Serving as a partnering facilitator.
- 3.1.4 Grant Applications. Preparing applications and supporting documents for governmental grants, loans or advances.
- 3.1.5 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 Construction Manager or any Consultant and furnishing services as may be required in connection with the replacement of such Work.
- 3.1.6 Special Studies. Providing Planning Site Evaluations, Environmental Studies or Comparative Studies of alternative sites and preparing special surveys, studies and submissions required for approval of governmental authorities or others having jurisdiction over the Project.
- 3.1.7 Surveys. Providing Survey services including land surveys and right of way studies.
- 3.1.8 Contractor Default. Providing services made necessary by the default of a Contractor.
- 3.1.9 Site Availability. Providing services necessary for the School District Board to obtain ownership or leasehold interest in the Project site, in order to permit the Contractor to perform the Work.

**ARTICLE IV  
RESPONSIBILITIES OF THE SCHOOL DISTRICT BOARD AND THE COMMISSION**

- 4.1 Required Actions.** The Commission and the School District Board 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 Commission, the School District Board or the Architect to Contractors shall be through, or in consultation with, the Construction Manager, with notice to the Architect.
- 4.3 School District Board's Requirements.** The School District Board and the Commission shall provide full information regarding its requirements for the Project including without limitation the Program of Requirements, any agreements related to the Project, design and construction standards and work rules which shall set forth the School District Board's and the Commission's use, 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.
- 4.4 Stated Representative.** If any party shall change its stated representative as set forth on Page 1 of this Agreement, they shall notify all other parties of that change immediately in writing.
- 4.5 School District Board's Representative.** The School District Board shall designate a School District Board's Representative; i.e. **an individual** authorized to act on the School District Board's behalf with respect to the Project to the extent provided in the Contract Documents. If the School District Board changes the School District Board's Representative, the School District Board shall notify the Construction Manager immediately in writing.
- 4.6 Site Description.** If reasonably requested by the Construction Manager as necessary for the Project, the School District Board 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 size, inverts and depths. The Construction Manager shall be entitled to rely upon the accuracy and completeness of information provided by the School District Board under this Paragraph.
- 4.7 Notice to Construction Manager.** If the School District Board or the Commission 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 Construction Manager.
- 4.8 Legal Representation.** The School District Board and the Commission shall not be responsible to provide, or pay for, any legal representation of the Construction Manager.

## **ARTICLE V COMPENSATION**

- 5.1 Total Compensation.** The total compensation of the Construction Manager shall consist of the overall Direct Personnel Expense, Reimbursable Expenses, the Basic Fee, and any Optional Demolition/Abatement Fees and shall not exceed the total amount of «*CMContractAmt*».

## 5.2 Direct Personnel Expense.

5.2.1 Definition. Direct Personnel Expense shall mean the hourly portion of the direct cost of salaries and wages of all personnel of the Construction Manager, 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, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or agreement related to the Construction Manager's performance on, or profit from, the Project.

5.2.2 Amount of Direct Personnel Expense. The Construction Manager will invoice the actual Direct Personnel Expense of the approved personnel on the Project. The Construction Manager may group employees within the same category of labor to determine a blended rate per job position for the purpose of invoicing. The Direct Personnel Expenses, excluding Optional Demolition/Abatement shall not exceed the amount of «*DPE*», as defined in Subparagraph 5.2.1 unless approved by amendment in accordance with Subparagraph 9.5.2.

5.2.3 Reconciliation of Actual Direct Personnel Expense with Invoiced Direct Personnel Expense. The Construction Manager shall, at the end of the performance of the services under this Agreement, and prior to final payment being due, provide the Commission with an accounting that reconciles all invoiced hourly rates with the actual Direct Personnel Expense as defined for all hours billed on the project.

5.3 Basic Fee. In addition to the Direct Personnel Expense, the Construction Manager will receive a Basic Fee for home office overhead and profit in the amount of «*BasicFee*». The Basic Fee portion of compensation is a condition of the proposal submittal process. The Basic Fee shall be 2% of the construction budget as determined at the time of entering into this Agreement, with no representation that additional Basic Fee will be approved if the construction budget changes.

## 5.4 Reimbursable Expenses.

5.4.1 Definition. Reimbursable Expenses means actual expenditures incurred by the Construction Manager or its Consultants in the interest of the Project approved by the Commission according to the Commission's Policy on Overhead and Reimbursable Expenses, attached to this Agreement and labeled Exhibit A, for: (1) the Project field office and equipping and furnishing thereof, including without limitation utilities; (2) postage, telephone, photographs, copying expenses and expenses incurred in the event of an emergency; (3) transportation and living when traveling in connection with the Project, if approved in advance by the Commission; and (4) expenses that are negotiated prior to entering into an Agreement and specifically listed in the approved Implementation Plan.

5.4.2 Limits on Transportation and Living Expenses. The cost for transportation and living expenses in connection with the Project shall be in accordance with OBM

Administrative Travel Rule, OAC 126-1-02, as amended from time to time. The Commission will provide a copy of travel reimbursement rates to a Construction Manager upon request.

5.4.3 Limits on Tangible Property. The determination of whether to purchase or rent tangible property as Reimbursable Expenses must be approved in advance by the Commission. The Construction Manager shall maintain a current inventory of all such property and any such property that has been purchased and has a useful life after Project Closeout for disposition in accordance with procedures and instruction issued by the Commission. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.

5.4.4 Limit. The Construction Manager shall use all reasonable means to minimize Reimbursable Expenses. In all events, Reimbursable Expenses, excluding Optional Demolition/Abatement shall not exceed «**Reimbursables**» without the written approval of the Commission and the School District Board and an amendment in accordance with Subparagraph 9.5.2. Reimbursable Expenses for the following items shall not exceed the respective amounts unless approved by the Commission.

5.5 Optional Demolition/Abatement Expenses and Fees. The Commission shall pay the Construction Manager the respective expenses and fees for optional demolition/abatement services. The optional demolition/abatement budget for the project is «**DemoBudget**». The optional demolition budget is not included in the amount of the Construction Budget. The Direct Personnel Expenses shall not exceed the amount of «**DemoDPE**». Reimbursable Expenses shall not exceed the amount of «**DemoReimbursables**». A Basic Fee will be due to the Construction Manager in the amount of «**DemoBasicFee**», 2% of the contract price of the optional demolition/abatement.

For other Additional Services provided by the Construction Manager and any Consultants in accordance with Article III, the Commission shall pay the Construction Manager Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the Commission and the Construction Manager. Except for the Additional Services and Additional Fees listed above, Additional Services and any Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.

## 5.6 Method and Terms of Payment.

5.6.1 Direct Personnel Expenses. Payment of the Direct Personnel Expenses will be made on a monthly basis upon receipt of a properly completed and certified Construction Manager's Pay Request. The Construction Manager will retain documentation to support its request for payment, and this documentation will be available for audit upon the request of the Commission or the School District Board.

5.6.2 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:

Preconstruction	35%
Construction Phase	60%
Project Closeout	5%

Any balance of the final 5% of the Basic Fee shall be paid upon Project Closeout as follows; one-half after review of all Punch-Lists by the Construction Manager and one-half after completion of all Punch-List items to the reasonable satisfaction of the Commission and the School District Board and delivery of Project Record Submittals to the Architect. The Commission may waive the withholding of any final balance or part thereof, if Construction Manager has performed to the reasonable satisfaction of the Commission and the School District Board. The Basic Fee, including without limitation the final 5% thereof, shall be subject to all setoffs in favor of the State for claims against the Construction Manager. Payments for Basic Services shall be based upon a properly completed Construction Manager's Pay Request and shall be made within the applicable time limits provided by Section 126.30 of the Ohio Revised Code.

- 5.6.3 Direct Personnel Expense, Reimbursable Expenses, Additional Fees. Payments for Direct Personnel Expense as set forth in Paragraph 5.1 and for Reimbursable Expenses as set forth in Paragraph 5.2 and any Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.4, shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed Construction Manager's Pay Request. Without exceeding the total compensation approved in Section 5.1 of this Agreement, the allocation of costs in the Construction Manager's approved Implementation Plan may be adjusted upon request of the Construction Manager and approval by the Commission.
- 5.6.4 Payments by Construction Manager. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Construction Manager shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.
- 5.6.5 Compensation for Extension of Project Time. If the Construction Manager notifies the Commission not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule approved pursuant to Subparagraph 2.6.9, that such time for completion is reasonably expected to be exceeded by more than thirty (30) days through no fault of the Construction Manager, the compensation, if any, for Basic Services to be rendered and Reimbursable Expenses to be incurred during such extended period shall be negotiated to the mutual reasonable satisfaction of the Commission and the Construction Manager. If, as a result of such negotiation, the Commission agrees that the Construction Manager shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Construction Manager renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the Commission.

- 5.6.6 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 1.1.2. If the Commission and the School District Board materially change 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 Construction Manager, any necessary adjustment in the compensation of the Construction Manager shall be negotiated to the mutual reasonable satisfaction of the Commission and the Construction Manager. If, as the result of such negotiation, the Commission agrees that the Construction Manager shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Construction Manager 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 Commission.

**ARTICLE VI**  
**INSURANCE, INDEMNIFICATION AND FINANCIAL ASSURANCE**

**6.1 Insurance**

- 6.1.1 Casualty Insurance. Except when a modification is requested in writing by the Construction Manager and approved in writing by the Commission and the School District Board, the Construction Manager shall carry and maintain at the Construction Manager'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 Certificates. The Construction Manager shall provide the Commission and the School District Board 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 Commission and the School District Board.

## **6.2 Indemnification.**

6.2.1 Indemnification by Construction Manager Generally. To the fullest extent permitted by law, the Construction Manager shall and does agree to indemnify and hold harmless the Commission, the School District Board 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 (a) arise out of, are caused by or result from performance of the Construction Manager's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease 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 of the Construction Manager, anyone directly or indirectly employed by the Construction Manager or anyone for whose acts the Construction Manager 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 Construction Manager shall and does agree to indemnify and hold harmless the Commission, the School District Board 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 Construction Manager, anyone directly or indirectly employed by the Construction Manager or anyone for whose acts the Construction Manager is legally liable. The Construction Manager shall not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the Commission, the Architect, or the School District Board.

6.3 Financial Assurance. Except when a modification is requested in writing by the Construction Manager and approved in writing by the Commission, the Construction Manager, as required by Section 9.333 of the Revised Code, shall provide to the School District Board a letter of credit pursuant to Chapter 1305 of the Ohio Revised Code, a surety bond pursuant to Sections 153.54 to 153.57 of the Ohio Revised Code, a certified check or cashier's check in an amount equal to the value of this Agreement or other reasonable financial assurances of a nature and amount satisfactory to the Commission and the School District Board before performing any services hereunder.

## ***ARTICLE VII DISPUTE RESOLUTION PROVISIONS***

7.1 Mediation. Instead of, or in addition to, the procedures set forth below, the Commission, the School District Board and the Construction Manager 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 reasonably agreeable.

- 7.2 Notice and Filing of Requests.** Any request by the Construction Manager for additional fees or expenses shall be made in writing to the Commission and filed prior to payment of the final 5% of the Basic Fee. Failure of the Construction Manager to timely make such a request shall constitute a waiver by the Construction Manager of any request for such fees and expenses.
- 7.3 Request Information.** In every written request filed pursuant to Paragraph 7.2, the Construction Manager 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 Project Administrator.** If the Construction Manager files a written request with the Commission pursuant to Paragraph 7.2, the Commission 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 Commission shall be attended by persons expressly and fully authorized to resolve the request on behalf of the Construction Manager.
- 7.5 Performance.** The Construction Manager shall proceed with the Construction Manager's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Construction Manager and the Commission in writing. The Commission 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 Paragraph.

**ARTICLE VIII  
TERMINATION AND REMEDIES**

**8.1 Termination of Agreement.**

- 8.1.1 **Means of Termination.** This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Construction Manager shall not terminate this Agreement for non-payment if the Commission initiates the payment process by preparing, executing and submitting a voucher for all reasonably undisputed amounts due to the Construction Manager within ten (10) days of receipt of the Construction Manager's written notice to terminate. This Agreement may be terminated by the Commission without cause upon fifteen (15) days written notice to the Construction Manager. This Agreement may be terminated at any time upon the mutual consent of the Commission and the Construction Manager.

- 8.1.2 Construction Manager's Remedies Upon Termination by Commission Without Cause or Termination by Construction Manager. In the event of a termination which is not due to the failure of the Construction Manager to perform in accordance with the terms of this Agreement, the Construction Manager 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 Direct Personnel Expense and Reimbursable Expenses incurred prior to the termination date, and all reasonable demobilization costs. In such event, for services rendered prior to the termination date in an uncompleted Phase and for Additional Services, the Construction Manager shall receive compensation based on the percentages of completion of that Phase or those Additional Services, as applicable, and as reasonably determined by the Commission, together with Direct Personnel Expense and Reimbursable Expenses incurred prior to the termination date.
- 8.1.3 Construction Manager's Remedies Upon Termination by Commission for Cause. In the event of a termination which is due to the failure of the Construction Manager to perform in accordance with the terms of this Agreement, the Construction Manager 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 Construction Manager shall be reimbursed only for that portion of the Basic Fee and Reimbursable Expenses incurred prior to the date of the notice of termination, unless the Commission consents in writing to the payment of Direct Personnel Expense and Reimbursable Expenses incurred after that date.
- 8.1.4 Construction Manager's Remedies Upon Termination by Mutual Consent. In the event of a termination upon the mutual consent of the Commission and the Construction Manager, any compensation for Basic Services or for Additional Services or payment of Direct Personnel Expense and Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.
- 8.1.5 Post-Termination Matters. If the Commission and the Construction Manager agree that any services are to be performed for the Project by the Construction Manager after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Direct Personnel Expense and Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment 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 Commission or the School District Board 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 Commission or the School District Board shall be cumulative and shall be in addition to any other remedy given to the Commission or the School District Board hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred upon the Construction Manager 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 Construction Manager shall be cumulative and shall be in addition to any other remedy given to the Construction Manager 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 Commission, the School District Board or the Construction Manager 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.

## *ARTICLE IX MISCELLANEOUS PROVISIONS*

### **9.1 School District Boardship and Use of Documents.**

9.1.1 Property of State. Drawings, Specifications and other documents prepared by, or with the cooperation of, the Construction Manager or any Consultant pursuant to this Agreement are the property of the School District Board whether or not the Project for which they are prepared is commenced or completed. The Construction Manager or Consultant, as applicable, may retain copies, including reproducible copies of such Drawings, Specifications and other documents for information and reference.

9.1.2 Construction Manager's Intellectual Property. All inventions, patents, design patents and computer programs acquired or developed by the Construction Manager in connection with or relation to the Project shall remain the property of the Construction Manager and shall be protected by the Commission and the School District Board from use by others except by agreement in writing with appropriate and agreed upon compensation to the Construction Manager.

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 Commission.

9.3 Records. The records of all the Construction Manager's Direct Personnel Expenses, 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 Commission and the School District Board at all times and shall be maintained for seven (7) years after Final Acceptance of the Project by the Commission. All other records kept by the Construction Manager related to the Project shall be available to the Commission at all times and shall be maintained for sixteen (16) years after Final Acceptance of the Project by the Commission and the School District Board. The Commission may request the Construction Manager to retrieve requested project records at no additional cost during the time they are to be maintained by the Construction Manager.

9.4 Successors and Assigns. The Commission and the Construction Manager, 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 Commission and the Construction Manager each acknowledge that the School District Board is an intended third-party beneficiary of this

Agreement. The Construction Manager shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the Commission.

## **9.5 Extent of Agreement.**

- 9.5.1 Entire Agreement. This Agreement and the Contract Documents represent the entire and integrated agreement between the Commission and the Construction Manager and supersede all prior negotiations, representations or agreements, either written or oral.
- 9.5.2 Amendments. This Agreement may be amended only by an amendment prepared by the Commission and signed by both the Construction Manager and the Commission..
- 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, or this Agreement, the provisions of the Contract Documents shall prevail. In addition, the Construction Manager should refer to the provision of the Ohio School Design Manual for guidance wherever appropriate, including without limitation all exhibits thereto, for applicable procedures, policies and forms.
- 9.5.6 Conditions to Validity. None of the rights, duties and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with, including without limitation that the Director of Budget and Management of the State first certifies that there is a balance in the appropriation not already obligated to pay existing obligations, as required by Section 126.07, Ohio Revised Code, all necessary funds are available from the applicable state agencies or instrumentalities and, when required, the expenditure of such funds is approved by the Controlling Board of the State of Ohio or other applicable approving body.

## **9.6 Governing Law.**

- 9.6.1 Law of Ohio. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the State of Ohio shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.
- 9.6.2 Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as those in the Standard 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 School District Board. Therefore, the following assignment is made:

Intending to be legally bound, the Construction Manager, 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 School District Board any and all right, title and interest in and to any and all claims and causes of action which the Construction Manager 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 School District Board 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 School District Board by any means. In addition, the Construction Manager 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 School District Board, subject to the proviso and exception stated above. The provisions of this Subparagraph shall become effective at the time the School District Board 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 to the Contact Person, listed on Page 1 of the Agreement. The term 'in writing' shall include electronic communication through the information management systems established by the Commission.
- 9.8.2 (Reserved).
- 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 Commission by facsimile transmission only upon specific direction from the Commission.
- 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 Construction Manager shall immediately notify the Commission and the School District Board by telephone.
- 9.8.5 Change of Address. The Commission, the School District Board or the Construction Manager 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.

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

**«CM»  
("Construction Manager")**

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

Date: \_\_\_\_\_

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**OHIO SCHOOL FACILITIES COMMISSION**

By: \_\_\_\_\_

Mike Shoemaker  
Executive Director

Date: \_\_\_\_\_



**EXHIBIT 1 -- Ohio Department of Public Safety**  
 Division of Homeland Security  
<http://www.homelandsecurity.ohio.gov>

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**

In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

BUSINESS/ORGANIZATION NAME			
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
PHONE NUMBER			

**DECLARATION**

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No

HLS 0038 2/06

## Exhibit 1

## GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3.	Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
	<input type="checkbox"/> Yes <input type="checkbox"/> No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

*Appendix A*

***POLICY ON  
OVERHEAD AND REIMBURSABLES***

---

**INTRODUCTION**

This memo establishes the Commission's policy on compensating Construction Managers for overhead, reimbursable expenses, and mileage expenses. It is the intent of the Commission to compensate all Construction Manager's in a manner consistent with their corporate accounting methodologies, in accordance with Generally Accepted Accounting Procedures. This policy is not intended to contradict any requirements that are currently in the Construction Manager Agreement; rather it clarifies the Commission's requirements for submission of cost information as a precursor to reimbursement by the state.

**OVERHEAD**

Each Construction Manager will submit a statement that describes its actual procedures for incurring overhead costs. In general, overhead contains costs that cannot be segregated to a specific project. The following list of typical overhead costs is provided for **example only**:

*Home office telephone*  
*Home office telephone charges*  
*Home office facsimile*  
*Telegrams*  
*Postage*  
*Photos*  
*Photocopying*  
*Home office clerical and accounting support*  
*Home office labor (management, supervision)*  
*Legal services*  
*Travel and parking expenses*

This procedure should be consistent with corporate accounting policy and procedures, and should not be inconsistent with or contradict the methodology currently being used by the Construction Manager. Included within the description of overhead accounting procedures should be a list of cost items that are considered overhead costs. Additionally, each Construction Manager will detail its overhead rates for each of the past three years to the Commission.

## IMPLEMENTATION PLAN

At the outset of executing its contract, the Construction Manager will provide a fee proposal and proposed Implementation Plan for hourly direct personnel expenses and reimbursable costs. The plan must be submitted in the suggested format as provided by example from the Commission. This format is utilized to delineate direct personnel expenses, reimbursable expenses and the basic fee for construction, demolition and any locally funded initiatives. This plan will also describe the items the Construction Manager plans to purchase, when they will be purchased, and the estimated cost for all items. No reimbursable expenditures will be authorized until the Implementation Plan has been approved by the Commission. The Construction Manager may include certain expenses in its Implementation Plan, in accordance with the following list of expenses that have been identified as appropriate by the Commission:

*Project Field Office (including “satellite headquarters”)*

*When a core office is approved as part of an Implementation Plan for a Commission project, the Construction Manager is permitted to include a project trailer, including move-in and set-up, in bid packages. None of the associated costs of a project field office may be included in bid packages. Whenever a core office is not established for central administrative purposes, the Construction Manager is to provide one (1) project field office for each district. The Construction Manager is permitted to include a trailer for separate project sites within a district, including move-in and set-up, in bid packages. None of the associated costs of a separate project site field office may be included in bid packages.*

*Office trailer rental*

*Office trailer move-in/set-up*

*Office trailer maintenance/repair*

*Office trailer utilities*

*Office furniture*

*Fax and answering machine*

*Copier & supplies*

*Office supplies*

*Postage*

*Express mail*

*Telephone and long distance*

*First aid materials*

*Bottled water*

*Communication Equipment (as defined by the Construction Manager’s communication strategy included in the Implementation Plan)*

*Miscellaneous blueprint expenses*

*Computer Equipment*

<b>Description</b>	<b>Quantity</b>
Server capable of hosting web site and database applications	1 per CM
Desktop and Notebook PC's	As determined by OSFC
Scanner capable of scanning 11 x 17 documents and photos	1 per CM
Color printer capable of printing to 11 x 17 documents	As determined by OSFC
Laser printers	1 per job site
Digital camera	1 per school district
Scheduling software	1 per CM
Project documentation	1 per school district
Software upgrades	As required by OSFC

The Construction Manager shall maintain a current inventory of all equipment, materials and supplies. Any such equipment, materials and supplies which has been purchased and has a useful life after Project Closeout shall be recycled or disposed of in accordance with procedures and instruction issued by the Commission. The Construction Manager will maintain an inventory with serial numbers of all equipment, materials and supplies, and will update it periodically.

All reimbursable items purchased by the Construction Manager and compensated by the Commission will be used solely for the management and administration of the projects being overseen by the Construction Manager; this includes any satellite or project offices. The Commission reserves the right to verify that the reimbursable items are being used exclusively on Commission projects.

If, during the course of the project, the Construction Manager becomes aware of an expense that has not been identified on the above list, or, if the Construction Manager has determined that the costs of a specific item may exceed \$5,000, the Construction Manager should notify the Project Administrator in writing, of all pertinent information relating to the proposed cost. The Project Administrator will make a determination of the appropriateness of the expense prior to the Construction Manager incurring the cost. In the event that written notification is not possible due to time constraints, the Construction Manager will contact the Project Administrator and discuss the proposed expenditure. Any information that relates to the expenditure will be included as support documentation to the invoice for cost for the specific expenditure.

### **MILEAGE REIMBURSEMENT**

The following guidelines define the Commission's policy in reimbursing mileage expenses incurred by the Construction Manager.

1. Appropriate mileage expenses will be reimbursed in accordance with OBM Administrative Travel Rule, OAC 126-1-02, as amended from time to time as defined by paragraph 5.5 of the Construction Manager Agreement. In the event the Construction

Manager elects to utilize a company vehicle for use by its personnel, this cost will be considered overhead and mileage expenses will not be reimbursed.

2. Mileage to and from the principal place of work for project staff will not be considered a reimbursable mileage expense. For example: If project personnel typically perform their work at a project site, they will not be compensated for mileage costs from their place of residence to their primary place of work (the project site). If they perform the majority of their work at the “home office”, and are required to travel to/from project site(s), they will be reimbursed for mileage from the home office to the project site(s).
3. Mileage from the principal place of work to project site(s) will be reimbursed for actual mileage incurred. In the event that travel occurs to/from place of residence to project site(s) other than the principal place of work, then mileage will be reimbursed for travel to/from principal place of work to project site(s) minus the distance from the place of residence to the principal place of work.
4. In the event that mileage is normally reimbursed as an overhead expense, then there will be no direct reimbursement for mileage expenses. In all cases, reimbursement of mileage will be consistent with the Construction Manager’s accounting for direct and overhead cost.

*Appendix B*

***FACILITY DATA AND INFORMATION COLLECTION GUIDELINES  
FOR SCHOOL DISTRICTS / CONSTRUCTION MANAGERS***

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**The Facility Information Collection by the team shall follow the written methodology and organizational procedures. The methodology and organizational guidelines are outlined below:**

**The following is the required information to be collected, organized and *made available* to the Maintenance Plan Advisor by the team. This information is as per the scope and services of the Architect / CM team deliverables. Thus, this outline is for organizational purposes only relevant to the District & OSFC close-out documents. All information shall be collected and made available in compliance with these guidelines in a format as deemed appropriate by the District's Team.**

**Note: One option is to have all information placed in legal size manila folders and identified by tabs on file pockets and by labels on the manila folders.**

Required Data collection items:

1. A copy of the facilities drawings and specifications, preferably as-built documents if available.
2. A copy of the District's OSFC Master Plan sheet
3. Access to the Districts Original 'OSFC Assessment Report' (Renovated buildings only)
4. A copy of the construction documents (CD) cost estimate sheet(s) prepared by the construction manager for the facility.
5. A separate contact sheet with facilities locations, contact personnel including phone numbers and e-mail of superintendents, principals and maintenance personnel, etc.
6. A separate contact sheet listing all prime contractors and sub contractors names, addresses, phone, fax and e-mail.
7. A copy of all equipment submittals and submittal log.
8. A copy of *all* manufacturers equipment operation and maintenance manuals including kitchen, stage and any/all other state funded equipment.
9. A copy of all warranties including kitchen, stage and any/all other state funded equipment. (Construction Managers shall provide school districts with all equipment warranties and facilitate their completion and mailing). The Construction Manager shall log and retain a copy of the completed equipment warranties. The completed equipment warranties shall be placed in the individual equipment or system file.
10. Documentation of any system or equipment training activities given to the school facilities maintenance staff and administrators by vendors or technicians prior to or after the building was turned over to the school district. The Construction Manager shall log the type and date of any training activities and provide the MPA with any ancillary materials from the training sessions. Example: training tapes or written materials. The training log and materials shall be kept in a separate "Training" file.

The organization of the materials shall be compiled according to the 11 building categories and 52 Building Systems. All information associated with the system components and sub-components shall be placed in the individual system file.

The 11 categories are:

1. **Life/ Fire Safety**
2. **ADA/ Elevators/ Lifts**
3. **HVAC Systems**
4. **Building Envelope**
5. **Plumbing**
6. **Electrical**
7. **Misc. Equipment**
8. **Interiors**
9. **Site**
10. **Structure/ Support**
11. **Kitchen Equipment**

Each of the 52 individual building system information collection files shall be organized in the following manner.

Example:

Category: Life/Fire Safety LFFS-01

Building System: **Fire Protection System-General:** inclusive of all system components (fire hydrant, post indicator valve, backflow preventer, fire pump, jockey pump, flow device, sprinkler heads, control panel, enunciator panel, pull stations, duct detectors, smoke detectors, heat detectors, water storage tank (tower), water storage tank (ground level).

The information for each component of a building system shall be organized in the following order:

1. Any system or component certification documentation.
2. Building system component cut sheets and/or submittal information.
3. Building system component operations and maintenance manuals.
4. Building system component completed warranty. This would be a copy. The construction manager shall facilitate the completion of the warranty forms by the school district and log and file a copy.
5. Documentation of building system training and information.

AGREEMENT  
FOR  
***PROFESSIONAL DESIGN SERVICES***  
(CONSTRUCTION MANAGER INVOLVED)

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This Agreement for Professional Design Services (this "Agreement"), is made as of \_\_\_\_\_, \_\_\_\_\_, by and between the \_\_\_\_\_ District Board of Education ("School District Board"), whose contact person and address is set out below, and \_\_\_\_\_, ("Architect") whose contact person and address is set forth below.

The School District Board, under the conditions named herein, does employ the Architect to provide professional services with respect to the Project (the "Project"). The School District Board and the Architect each acknowledge that the Ohio School Facilities Commission (the "Commission") is an intended third party beneficiary of this Agreement, so as to permit the Commission to obtain full performance of the Architect's obligations under this Agreement.

The School District Board and the Architect further acknowledge that Construction Management services will be provided by \_\_\_\_\_ (the "Construction Manager") pursuant to a contract with the Commission whose contact persons are set forth below:

**Project Name:**  
**Project Number:**

**School District Board:**  
Contact Person:  
Address:  
Phone Number(s):  
Fax Number(s):

**Architect:**  
Contact Person:  
Address:  
Phone Number(s):  
Fax Number(s):

**Ohio School Facilities Commission:**  
Contact Person:  
Address:  
Phone Number(s):  
Fax Number(s):

**Construction Manager:**  
Contact Person:  
Address:  
Phone Number(s):  
Fax Number(s):

WHEREAS, the Ohio General Assembly has appropriated funds for the Project to the Commission as more fully itemized in the applicable Controlling Board Request and the applicable Office of Budget and Management Encumbrance; and

WHEREAS, the School District Board has received a favorable vote of the electors of the school district on the propositions required for the Project, as required by Section 3318.05(A) and (B) of the Ohio Revised Code; and

WHEREAS, the Architect desires, and is capable and licensed, to provide professional design services for the Project; and

WHEREAS, unless adjusted as provided herein, the Basic Fee and any approved Additional Services payable to the Architect under this Agreement shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

NOW, THEREFORE, in consideration of the mutual promises herein contained, the School District Board and the Architect agree as follows:

## **ARTICLE I RESPONSIBILITIES OF ARCHITECT**

**1.0 The Architect shall obtain a copy of the Ohio School Design Manual (“Design Manual”). The Architect shall endeavor to ensure that the plans, specifications and materials proposed for use in the Project comply with the standards established by the Design Manual and Commission policies with the exception of any variance approved by the Commission. The Architect agrees that any Variance Request will be submitted to the Commission 30 days before the completion of the Design Development Phase.**

### **1.1 Architect’s Services**

**1.1.1 Scope of Services; Applicable Law.** The Architect shall provide professional design services, including without limitation, services customarily furnished in accordance with generally accepted architectural and engineering practices, for the Project in accordance with the terms of this Agreement. The Architect shall provide such services in accordance with the applicable Sections of the Ohio Revised Code, any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules, building codes and regulations, and the School District Board’s Master Facilities Plan, Program of Requirements (comprised of, without limitation, the District’s educational requirements,, Bracketing Forms and Summary of Renovations, Project Budget and Cost Estimates) all of which are incorporated by reference herein. The Architect shall cooperate with the Construction Manager in performing services hereunder.

**1.1.2 Construction Budget.** The total amount available for the construction of the Project is \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) (the “Construction Budget”). The Commission and the School District Board shall give written notice to the Architect and Construction Manager of any change in the Construction Budget. It is recognized that the Commission, School District Board, Architect and Construction Manager do not have control over the costs of labor, materials or equipment, over Contractors’ methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect 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 Architect.

**1.1.3 Timeliness; Standard of Care.** The Architect shall perform services in accordance with professional standards of skill, care and due and reasonable 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 Commission and the School District Board. The time limits stated in this Agreement are of the essence of this Agreement.

**1.1.4 Design Schedule.** Within thirty (30) days after the execution of this Agreement, the Architect shall submit to the Construction Manager a Design Schedule for the performance of the Architect's services which shall include allowances for reasonable periods of time required for the review and approval of items by the Commission and the School District Board and as applicable, for approvals of governmental authorities having jurisdiction over the Project. The Construction Manager shall review and coordinate the Design Schedule with the proposed Construction Schedule to produce a Project Schedule. Upon approval of the Project Schedule by the Architect and the Construction Manager, the Construction Manager shall submit the Project Schedule to the School District Board and the Commission for approval. The Project Schedule, when approved by the School District Board and the Commission, shall not be exceeded without notice and adjustment of the Project Schedule approved by the School District Board and the Commission.

**1.5 Personnel.** The identities of the principal persons, and the extent of their participation in performing the Architect's services as set forth in this Agreement, shall not be altered without the written consent of the School District Board.

**1.1.6 Non-Discrimination.** The Architect represents that the Architect is in compliance with all applicable equal employment opportunity requirements under law as required by Section 153.59 of the Ohio Revised Code and any other applicable state or federal laws.

**1.1.7 Consultants.** The Architect may provide services through one or more consultants employed by the Architect (the "Consultants"); provided the Architect shall remain responsible to the School District Board for all duties and obligations of the Architect under this Agreement. Unless waived or otherwise modified in writing by the School District Board upon written request of the Architect, 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 Architect's services shall not be altered without the consent of the School District Board.

**1.1.8 Anti-Abuse of Drugs and Alcohol.** The Architect shall make a good faith effort to ensure that no employee of the Architect 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 Architect 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. In accordance with Executive Order 2007-01S, the Architect, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Architect understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other Agreements with the State of Ohio.

**1.1.10 Ohio Services.** Unless otherwise authorized by the Commission, the Architect's services shall be performed within the State of Ohio.

**1.1.11 Limitation of Authority.** The Architect shall not have any authority to bind the Commission or the School District Board for the payment of any costs or expenses without the express written approval of the Commission or the School District Board, as applicable. The Architect shall have authority to act on behalf of the Commission and the School District Board only to the extent provided herein. The Architect's authority to act on behalf of the Commission and the School District Board shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

**1.1.12 Approval or Disapproval of Architect's Work.** The Commission and the School District Board shall have the right to reasonably disapprove any portion of the Architect's work on the Project, including, without limitation, any design work or documents or Drawings prepared by the Architect. In the event that any portion of the Architect's work is disapproved by the Commission or the School District Board, the Architect shall proceed, when directed by the Commission or School District Board, with corrections to the work, documents or Drawings prepared or performed for that Phase to attempt to satisfy the objections. Notwithstanding any provision of this Agreement to the contrary, the Commission and the School District Board are not required to perform a review of the Architect's work on the Project, or any information or documents that the Architect submits to the Commission or School District Board for the purpose of identifying faults, defects, errors, omissions, or inconsistencies and the approval of any such work of the Architect by the Commission or School District Board shall not relieve the Architect of the Architect's responsibility for the timely preparation, completeness, and accuracy of such work, documents and information.

**1.1.13 Ohio's Encouraging Diversity, Growth and Equity (EDGE) Program.** The Architect shall comply with or make a good faith effort to comply with the EDGE business enterprise participation goal of 5 percent of the total contract amount. Prior to the approval of the Agreement by the Commission, the Architect shall inform the Commission in writing of the dollar amount allocated for EDGE business enterprises. The Architect's compliance with the requirement to meet the EDGE participation goals or make a good faith effort to locate and engage the services of EDGE business enterprises in connection with the project shall be a factor in the Commission's approval of the Agreement. The Consultant EDGE Participation Declaration form to be executed by the Architect is attached to the signature page and labeled Exhibit 2. The Architect shall report the actual amounts paid to EDGE business enterprises on the Architect's Pay Request or Invoice.

**1.1.14 Unresolved Finding for Recovery.** The Architect represents that the Architect is not subject to a finding for recovery under Section 9.24, ORC, or that Architect has taken the appropriate remedial steps required under Section 9.24, ORC, or otherwise qualifies under this section.

**1.1.15 Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization.** For all contracts in excess of \$100,000, the Architect is required to certify that the Architect does not provide material assistance to any organization that is on the United States Department of State Terrorist Exclusion List. The Declaration Regarding Material Assistance/Nonassistant to a Terrorist Organization form to be executed by the Architect is attached to the signature page and labeled Exhibit 1.

**ARTICLE II**  
**SCOPE OF ARCHITECT'S BASIC SERVICES**

**2.1 General**

**2.1.1 Basic Services.** Basic Services to be provided by the Architect shall consist of the six (6) phases set forth in Paragraphs 2.1 through 2.7 inclusive, and include without limitation normal architectural, civil, structural, mechanical, electrical, technology, landscape design, engineering and close out services for the Project, and any necessary design and engineering services related to signage and graphics, acoustics, security systems, computers, communications (telephone and data), fixtures, furnishings, interior design and equipment. It is recognized on a Project that involves more than one building that the School District Board's Program of Requirements may consist of multiple Pre-Design, Schematic Design, Design Development, Construction Document, Bidding/Negotiation, Construction Phases and Project Closeout. Attached to this Agreement and incorporated herein is Appendix A and Appendix B setting forth the element of the minimum phase submission requirements for each of the design phases for the Project and the submittal requirements for technology.

**2.1.2 Government Regulation.** At all appropriate times throughout the performance of the Basic Services, the Architect 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 Pre-design Phase (Program Development/Confirmation)**

**2.2.1 Program of Requirements.** The Architect, in conjunction with the Construction Manager, shall visit the Project site(s) to familiarize themselves with the conditions and limitations thereof, prior to the Architect providing an evaluation of the School District Board's educational requirements, schedule and budget requirements, including the Construction Budget, each in terms of the other, to the School District Board, the Commission, and the Construction Manager.

**2.2.2 Program of Requirements and Revisions.** The Architect shall, through a process of interviews, compile, date, and sign the Program of Requirements, and deliver the same to the School District Board for written approval and deliver a copy of the signed Program of Requirements to the Commission and Construction Manager. If any changes or adjustments to the Program of Requirements are desired at any time after the Program of Requirements has been delivered to the Commission, the Architect shall prepare a written amendment to the Program of Requirements describing the changes or adjustments, obtain the School District Board's written approval thereof and deliver the amendment to the Commission and the Construction Manager for review, comment and consent. The Program of Requirements, as amended, shall determine the Scope of the Project.

**2.2.3 Site Conditions.** The Architect shall assist the School District Board and the Construction Manager in obtaining proposals to test surface and subsoil conditions at the site, obtaining additional borings, and carrying out any other test or evaluation related to the site as may be recommended by the Architect or the Construction Manager and authorized by the School District Board.

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

**2.3.1 Consultation.** The Architect shall identify and analyze requirements of governmental authorities having jurisdiction to approve design of the Project and participate in consultations with such authorities. The Architect shall further investigate existing conditions and verify the information provided by the School District Board, as reasonably necessary and practical.

**2.3.2 Recommendations and Costs.** The Architect shall review site use and improvements and alternative approaches to selection of materials, building systems and equipment with the School District Board as related to the Ohio School Design Manual.

**2.3.3 Preliminary Life Cycle Analysis.** In accordance with Section 123.011 of the Ohio Revised Code and Rule 123:4 of the Ohio Administrative Code, the Architect shall prepare and submit three (3) copies of alternative design concepts for a Preliminary Life Cycle Analysis to the School District Board unless a different number is required by the School District Board. The Architect will provide a copy to the Construction Manager. This Subparagraph does not apply if the Architect utilizes a system set forth in the Design Manual. The applicable Life Cycle Analysis calculations have already been prepared for systems contained in the Design Manual.

**2.3.4 Schematic Design Documents.** Based upon the Program of Requirements, the Project Schedule and Construction Budget requirements, the Architect shall prepare Schematic Design Documents consisting of architectural drawings and other documents illustrating the scale of the Project and the relationship of components of the Project to one another and of the Project to surrounding properties. Upon completion of the Schematic Design Phase, the Architect shall provide four (4) copies of the Schematic Design Documents to the Construction Manager, the School District Board and the Commission. A meeting shall then be held between the Architect, the Construction Manager, the School District Board and the Commission where the Construction Manager, the School District Board and the Commission may make comments or suggestions to the Architect. After receiving these comments and suggestions, the Architect shall submit an amended set of Schematic Design Documents to the School District Board and obtain its approval in writing, then forward the approved amended set of Schematic Design Documents to the Commission for final review and approval.

**2.3.5 Preliminary Cost Estimates.** Based upon the Program of Requirements and the Schematic Design Documents, the Architect shall assist the Construction Manager to prepare and submit a Statement of Probable Construction Cost based on current area volume and other unit costs, for approval of the School District Board. The Architect and the Construction Manager shall review any difference between the Construction Budget and the Statement of Probable Construction Cost, identify reasons for any difference and recommend means to eliminate the difference to the School District Board and the Commission.

## **2.4 Design Development Phase (Basic Drawings)**

**2.4.1 Life Cycle Analysis.** In accordance with Section 123.011 of the Ohio Revised Code and Rule 123:4 of the Ohio Administrative Code, the Architect shall prepare and submit three (3) copies of a Life Cycle Cost Analysis to the School District Board and submit copies to the Construction Manager. This subparagraph does not apply if the Architect utilizes a system set forth in the Design Manual. The applicable Life Cycle Analysis calculations have already been prepared for systems contained in the Design Manual.

**2.4.2 Design Development Documents.** Based on the approved Schematic Design Documents, the Program of Requirements, the approved Statement of Probable Construction Cost and the approved Project Schedule, the Architect shall prepare Design Development Documents consisting of drawings, outline specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, electrical and technology systems, materials, and such other essential elements as may be appropriate. Upon completion of the Design Development Phase, the Architect shall provide four (4) copies of the Design Development Document to the Construction Manager, the School District Board and the Commission. A meeting

will then be held between the Architect, the Construction Manager, the School District Board and the Commission, at which the Construction Manager, the School District Board, and the Commission may make comments or suggestions to the Architect. After receiving these comments and suggestions, the Architect shall submit an amended set of Design Development Documents to the School District Board and obtain its approval in writing, then forward the approved amended set of Design Development Documents to the Commission for final revision and approval.

**2.4.3 Cost Estimate and Project Schedule.** Based upon the Program of Requirements and the Design Development Documents, the Architect shall assist the Construction Manager to prepare and submit a Detailed Estimate of Construction Cost and a Project Schedule indicating milestone completion dates for approval by the School District Board. In establishing the Detailed Estimate of Construction Cost, the Construction Manager shall include reasonable contingencies for design, bidding and price escalation and determine in conjunction with the School District Board and the Architect the materials, equipment, component systems and types of construction to be included in the Contract Documents. The Architect and the Construction Manager shall review any difference between the Construction Budget or 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 Architect, the Construction Manager and the School District Board shall agree upon the means to eliminate any difference between the Construction Budget and the Detailed Estimate of Construction Cost, and the Construction Manager shall prepare a report describing the agreed upon means. The Architect and the Construction Manager shall review any differences between the initial Project Schedule and the updated Project Schedule, identify reasons for the differences and recommend whether the differences should be eliminated and, the means to eliminate the differences. If the Architect, the Construction Manager and the School District Board agree to eliminate any such differences, the Construction Manager shall prepare a report describing the agreed upon means. The Architect, the Construction Manager and the School District Board shall make any necessary amendments to the Program of Requirements in accordance with Subparagraph 2.2.2.

## **2.5 Construction Documents Phase (Contract Documents)**

**2.5.1 Drawings and Specifications.** Based on the approved Design Development Documents, approved Detailed Estimate of Construction Cost, approved Project Schedule and any further revisions to the Program of Requirements, the Architect shall prepare the Construction Documents for approval by the School District Board and the Commission. The Construction Documents shall consist of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. With the consent of the School District Board, the Architect may include approved Alternates in the Construction Documents. The Drawings and Specifications shall encourage competition, shall provide for construction by multiple prime contractors as required by the Ohio Revised Code, and shall be complete and unambiguous and in accordance with all applicable codes, ordinances, statutes, laws, regulations, except to the extent stated otherwise in writing by the Architect for necessary variances and waivers at the time of submission thereof by the Architect to the School District Board and the Commission for approval. In preparing the Drawings and Specifications, the Architect shall consider the scope of the Work and general market conditions, including without limitation, any analysis of labor provided by the Construction Manager. The Architect shall not amend the Standard Conditions except by Special Conditions approved by the School District Board and the Commission in writing. From time to time, the Architect shall make any necessary revisions to the Drawings and Specifications. Upon completion of the Construction Documents for each phase of the Project, the Architect shall provide seven (7) copies of them to the Construction Manager who shall submit three (3) copies each to the School District Board and the Commission for review and approval. The Architect shall revise the Drawings and Specifications to incorporate comments from the Construction Manager, the School District Board and the Commission and shall submit a copy of the revised Drawings and Specifications to the Construction Manager, the School District Board and the Commission.

**2.5.2 Revisions to Cost Estimate and Project Schedule.** The Architect shall advise in writing the School District Board and the Construction Manager of the need for any changes in the Project requirements or in construction materials, systems or equipment as the Drawings and Specifications are developed and any adjustments required in the Detailed Estimate of Construction Cost and the Project Schedule. Upon approval of the School District Board and the Commission of any such changes or adjustments, the Architect shall assist the Construction Manager in preparing a revised Detailed Estimate of Construction Cost or a revised Project Schedule, as applicable, incorporating such changes or adjustments. The Construction Manager shall submit a copy of the revised Detailed Estimate of Construction Cost or the revised Project Schedule, as applicable, obtain the School District Board's signature thereon and deliver the approved revisions to the Commission.

**2.5.3 Bidding Documents.** The Architect shall assist the Construction Manager and Commissioning Authority, if any, in the preparation of all of the documents necessary for bidding of Contracts. The Architect shall review and provide comments to the School District Board and the Construction Manager on all of the bidding documents. The Architect shall consult with, and provide recommendations to, the Construction Manager, with regard to the appropriate number and division of bid packages.

**2.5.4 Government Approvals.** In cooperation with the Construction Manager, the Architect shall submit to the Division of Code Compliance of the Department of Commerce of the State of Ohio or such local building department as determined pursuant to Section 4101:2-1-49 of the Ohio Administrative Code, such sets of the Drawings and Specifications as the Division or local building department may require for approval, together with any necessary completed applications and all required fees. The Architect, with the assistance of the Construction Manager, shall secure any necessary National Pollution Discharge Elimination System 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, shall prepare and certify a storm water pollution prevention plan to provide sediment and erosion controls at the Project and shall prepare and process the required notice of termination prior to Contract Completion. In cooperation with the Construction Manager, the Architect shall assist the School District Board and the Commission in filing documents with, and obtaining the necessary approvals of, all governmental authorities having jurisdiction over the Project, including without limitation, the provision and explanation of technical and design data and participation in consultations with appropriate officials.

**2.5.5 Additional Filings.** Upon approval of the governmental authorities pursuant to Section 2.5.4, the Architect shall obtain four (4) sets of corrected copies of the Drawings and Specifications bearing approval stamps of those authorities. The Architect shall retain one set and distribute the other corrected copies as follows:

- (a) One set to the School District Board,
- (b) One set to the Construction Manager,
- (c) One set to the Commission.

**2.5.6 Labor Recommendations.** The Architect shall review and comment upon any analysis prepared by the Construction Manager of the types and quantities of labor required for the Project, the availability of appropriate categories of labor required for all Contracts and recommendations for actions designed to minimize adverse effects of labor shortages.

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

**2.6.1 Addenda.** The Architect shall render interpretations and clarifications of the Contract Documents in Addenda and submit the proposed interpretations and clarifications to the Construction Manager for review and distribution.

**2.6.2 Pre-bid Conferences.** The Architect and the Architect's consultants shall attend and participate in the pre-bid conferences to be conducted by the Construction Manager for review of the Project scope with prospective bidders.

**2.6.3 Bid Review.** The Architect shall assist the Construction Manager, review all bids received for responsiveness, participate in investigating the responsibility of Bidders and deliver a written recommendation of the Architect and the Construction Manager to the School District Board and the Commission 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, all applicable Alternates referenced in the Contract Documents shall be evaluated.

**2.6.4 Bid Substitutions.** Substitutions contained in the bid of any Bidder shall not be considered by the Architect in recommending the award of any Contract.

**2.6.5 Pre-award Conferences.** The Architect shall attend pre-award conferences between the Construction Manager and the apparently successful Bidders. The Construction Manager shall notify the Architect in a timely manner as to the schedule for the conferences.

**2.6.6 Subcontractor and Material Supplier Review.** The Architect, based upon review of the Contract Documents, any past experience and reasonable inquiry, shall assist the Construction Manager in investigating any Subcontractor or Material Supplier proposed by any Contractor and recommend approval or disapproval in accordance with the Standard Conditions.

**2.6.7 Over Budget Options.** If the Construction Budget is exceeded by the total of the lowest responsive and responsible bids and any legally negotiated prices for the Project, the Commission and the School District Board 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 Commission and the School District Board elect option (1) and such increase in the Construction Budget is more than ten percent (10%), the Architect may request, in writing, an adjustment to the Basic Fee in accordance with Subparagraph 5.4.5 of this Agreement. If the Commission and the School District Board elect options (2), (3) or (4), the Architect shall modify the Program of Requirements, the Project Schedule and the Contract Documents and cooperate in any necessary bidding or negotiation without additional compensation.

**2.6.8 Further Revisions to Cost Estimate and Project Schedule.** The Architect and the Construction Manager shall advise the Commission and the School District Board of the need for any adjustments in the Detailed Estimate of Construction Cost and the Project Schedule. Upon approval of the Commission and the School District Board of any such adjustments, the Architect shall assist the Construction Manager in preparing a revised Detailed Estimate of Construction Cost or a revised Project Schedule, as applicable, incorporating such adjustments. The Construction Manager shall obtain the School District Board's signature thereon and deliver the signed, revised Detailed Estimate of Construction Cost or Project Schedule to the Commission.

**2.6.9 Contract Execution Notices.** The Architect shall assist the Construction Manager and School District Board 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 any portion of the Project to a Contractor and will terminate upon the Final Acceptance of the Project by the Commission and the School District Board, provided that the Architect shall thereafter perform, as a part of Basic Services, such services as shall be reasonably necessary in connection with the correction by a Contractor or any subcontractor of any defects in the Project appearing during the applicable warranty periods and such services as may be necessary to correct any defects resulting from the Architect's failure to comply with the terms of this Agreement. The Architect shall provide its services during the Construction Phase in accordance with this Agreement and the Standard Conditions. The Architect and the Construction Manager shall at all reasonable times have access to the Project.

**2.7.2 Interpretations and General Responsibilities.** The Architect shall render interpretations of the Contract Documents necessary for the proper execution or progress of the Work on the Project. All interpretations shall be in writing, shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be delivered to the Construction Manager for distribution to the School District Board and each applicable Contractor.

**2.7.3 Investigation of Condition of Facilities.** For renovation and remodeling, the Architect, with the assistance of the Construction Manager, shall, as portions of the Project become accessible and as reasonably necessary, investigate existing conditions and assist in determining the accuracy of information provided by the School District Board about existing conditions.

**2.7.4 Site Visits and Inspections.** The Architect and appropriate Consultants shall visit the Project at appropriate intervals and, at such intervals as the Architect and the School District Board agree, to review the Work of each Contractor for Defective Work, to become familiar with the progress and quality of the Work on the Project and to determine if the Work is proceeding in conformity with the Contract Documents. Such visits shall specifically include, without limitation, the observation of large excavations, observation of footings during placement of concrete and observation of masonry work, structural steel erection, roofing work and interior finishes. In all events, the Architect and appropriate Consultants shall be on the site of the Project for such purposes not less than \_\_\_\_ hours per week whenever any Work is in preparation or progress, unless otherwise expressly provided in writing by the School District Board. If the Architect shall become aware, either through such visits or otherwise of any Defective Work on the Project, the Architect shall provide a written report of Defective Work to the School District Board and the Construction Manager, together with recommendations for the correction thereof.

**2.7.5 Background Drawings.** The Architect shall provide, at no additional cost to the School District Board, Commission or Contractor, an electronic copy of floor plan and reflected ceiling plan backgrounds for the purpose of facilitating the coordination of the drawing process as more fully described in Section 4.6.2 of the General Conditions of the Contract for Construction.

**2.7.6 Construction Schedule.** The Architect shall review and approve for conformance with the Contract Documents the Construction Schedule prepared by the Construction Manager. If conditions on the Project indicate that milestone completion dates shown on the Project Schedule may not be met, the Architect shall recommend corrective action to the Construction Manager. When the Project Schedule is revised or updated, the Construction Manager shall prepare a revised Project Schedule and obtain the Architect's signature thereon and deliver the revised Project Schedule to the School District Board and the Commission.

**2.7.7 Meetings.** The Architect shall participate in pre-construction, progress, quality control, commissioning, and special meetings with the Construction Manager, the School District Board, potential Bidders and Bidders, appropriate Consultants, the Contractors and any other parties involved in the Project to discuss such matters as procedures, progress, problems, scheduling and coordination. The Architect shall participate in partnering meetings with the Construction Manager, the School District Board, appropriate Consultants, the Contractors and other parties involved in the Project.

**2.7.8 Tests; Inspections.** The Architect shall advise and consult with the Construction Manager and the School District Board during the Construction Phase as to the need for any special testing, inspections or approval of Work on the Project.

**2.7.9 Submittal Review.** The Architect shall receive from the Construction Manager, for the Architect's review, approval or other appropriate action, the Contractor submittals such as Shop

Drawings, Product Data and Samples, for the purpose of checking for conformity with the Contract Documents. The Architect shall also review drawings, calculations and designs required of Contractors and provided with such submittals (except calculations and designs of manufacturers of original equipment and systems to be installed in the Project and except calculations and designs which the Contract Documents expressly make the sole responsibility of one or more Contractors, Subcontractors, Material Suppliers or other persons).

**2.7.10 Bulletins; Change Orders.** The Architect shall prepare Bulletins and other necessary documentation for changes in the Work and submit each Bulletin to the Construction Manager for review and processing. The Construction Manager shall keep a log of all requests for information, Field Work Orders, Bulletins, Contractor Proposals and Change Orders.

**2.7.11 Project Costs.** The Architect shall monitor Project costs on all Work performed by Contractors under unit costs, actual costs for labor and materials, or other appropriate basis. The Architect shall afford access to these records at all times to the Commission, the School District Board and the Construction Manager.

**2.7.12 Contractor Payments.** Based upon the Architect's review of the Work and evaluations of the Contractor's Applications for Payment, the Architect shall review and approve, modify or reject the amounts shown on such Applications as being due to the Contractor in accordance with the Contract Documents. Each Application for Payment shall be signed by the Architect and the Construction Manager, then delivered to the School District Board.

**2.7.13 Partial Occupancy.** The Architect shall assist the Construction Manager and the School District Board in determining dates of Partial Occupancy of the Work or portions thereof designated by the School District Board and shall assist in obtaining any necessary certificate from any applicable government authority. Prior to partial occupancy the Architect shall prepare lists of incomplete or unsatisfactory Work and submit them to the School District Board and the Construction Manager.

**2.7.14 Contract Closeout.** The Architect shall assist the Construction Manager to determine the date or dates when the project is substantially completed and the date of Final Completion. The Architect shall assist the Construction Manager in conducting the Final Inspection. If applicable, the Architect shall prepare an Architect's Punch List and transmit it to the Construction Manager and the Contractor. The Architect shall transmit a copy of any guarantees, warranties, releases, bonds and waivers in its possession to the Commission. The original documents are public records to be provided to the School District Board.

**2.7.15 Contractor Claims.** The Architect, as provided in the General Conditions, shall participate in the resolution of claims from Contractors for additional compensation and equitable adjustment of time.

**2.7.16 Record Drawings.** Based on marked-up prints, drawings or data provided by the Contractors and the As Built Drawings transmitted by the Construction Manager, the Architect shall prepare and furnish to the School District Board one (1) set of Record Drawings in the form of reproducible Drawings correctly marked to show the Project as completed in the form of reproducible tracings, one (1) set of all other Contract Documents showing the Project as completed in the form of paper documents and one (1) set of all Contract Documents showing the Project as completed on a computer medium approved by the School District Board. The Record Drawings, to the best of the Architect's knowledge based upon the As-Built Drawings delivered to the Architect by the Contractors and the Architect's observations during the progress of the Project, shall detail the actual construction of the Project and contain such annotations by the Architect as may be necessary

for someone unfamiliar with the Project to understand the changes that were made to the original Drawings.

**2.7.17 Contractor Responsibilities.** The Architect 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 Architect 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. The Architect does have a duty to inform the School District Board and the Construction Manager if work is not being completed according to the Construction Documents.

**2.7.18 Eleven-Month Inspection.** The Architect shall participate in a walk-through of the Project with the School District Board one month prior to the expiration of the one year Guarantee provided by the Contractor. The Architect shall consult with the Construction Manager and the School District Board to address any issue identified in the walk-through according to the procedures specified in the Standard Conditions.

### ***ARTICLE III ADDITIONAL SERVICES***

#### **3.1 General**

**3.1.1** The following services are not included in Basic Services and must be approved in writing by the School District Board with the concurrence of the Commission. The following services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Architect shall not be compensated for any of the following services made necessary by the act or omission of the Architect or any Consultant.

**3.1.2 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.

**3.1.3 Scheduling Consultant.** Serving as a construction scheduling consultant.

**3.1.4 Perspectives, Models, Renderings.** Preparing professional perspectives, models or renderings that are not otherwise useful or necessary to the Architect in the provision of Basic Services hereunder at the written request of the Commission or the School District Board.

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

**3.1.6 Special Studies.** Providing planning, site evaluations, environmental studies, or comparative studies of prospective sites.

**3.1.7 Surveys.** Providing surveying services including land surveys and rights-of-way studies.

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

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

**3.1.10 Certain Revisions.** Making revisions in Drawings, Specifications or other Contract Documents when such revisions are inconsistent with written approvals or instructions previously given or are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.

**3.1.11 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 Architect or any Consultant and furnishing services as may be required in connection with the replacement of such Work.

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

**3.1.13 Additional Documents.** Preparing more than the sets of Contract Documents required as Basic Services.

**3.1.14 Hazardous Materials.** Providing services related to identifying, surveying, remediating, removing or disposing of hazardous materials.

#### ***ARTICLE IV RESPONSIBILITIES OF THE SCHOOL DISTRICT BOARD AND THE COMMISSION***

**4.1 Required Actions.** The Commission and the School District Board 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 Commission or the School District Board to Contractors shall be through, or in consultation with, the Construction Manager, with notice to the Architect.

**4.3 School District Board's Requirements.** The School District Board and the Commission shall provide full information regarding their requirements for the Project including, without limitation, the Program of Requirements, any agreement related to the Project, design and construction standards and work rules which shall set forth the School District Board's and the Commission's use, 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.

**4.4 Designated Representative.** If any party shall change its designated representative as set forth on Page 1 of this Agreement, they shall notify all other parties of that change immediately in writing.

**4.5 Site Description.** If reasonably requested by the Architect as necessary for the Project, the School District Board 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. Except to the extent of the Architect's negligence, the Architect shall be entitled to rely upon the accuracy and completeness of information provided by the School District Board under this Paragraph.

**4.6 Notice to Architect.** If the School District Board or the Commission 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 Architect and the Construction Manager.

**4.7 Legal Representation.** The School District Board and the Commission shall not be responsible to provide, or pay for, any legal representation of the Architect.

## **ARTICLE V COMPENSATION**

**5.1 Total Compensation.** The total compensation of the Architect and all Consultants shall consist of the Basic Fee and any approved Additional Services and shall not exceed the total amount of \_\_\_\_\_ *Dollars (\$\_\_\_\_\_ .00).*

### **5.2 Basis of Compensation**

**5.2.1 Basic Fee.** The School District Board agrees to pay the Architect a Basic Fee in the amount of (\$\_\_\_\_\_) Dollars. This Basic Fee represents \_\_\_\_\_ percent of the Construction Budget set forth in Subparagraph 1.1.2. A change in the Basic Fee may be made only by an amendment to this Agreement in accordance with Subparagraph 9.5.2.

**5.2.2 Extent of Basic Fee.** The Architect's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Architect's employees at the principal office, branch offices and the field office, general operating expenses of the Architect's principal office, branch offices and the field office, any part of the Architect's capital expenses, including interest on the Architect's capital employed for the Project, overhead or expenses of any kind, any costs incurred due to the negligence of the Architect, the Architect'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.

### **5.3 Additional Fees**

**5.3.1 Fees For Additional Services.** The School District Board shall pay the Architect the following Additional Fees for the following Additional Services:

#### **Additional Service**

#### **Additional Fee**

In all events, the total Additional fees shall not exceed the amount of \_\_\_\_\_ *Dollars (\$\_\_\_\_\_)* without an amendment to this Agreement in accordance with Subparagraph 9.5.2.

### **5.4 Method and Terms of Payment**

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

Pre-design Phase	5%
Schematic Design Phase	20%
Design Development Phase	20%
Construction Documents Phase	25%
Bidding or Negotiation Phase	5%
Construction Phase	20%
Project Closeout	5%

Any balance of the final 5% of the Basic Fee shall be paid upon Project Closeout 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 School District Board and receipt of Project Record Drawings by the School District Board as provided in this Agreement. The School District Board may waive the withholding of any final balance or part thereof, if the Architect has performed to the reasonable satisfaction of the School District Board. Payment of the last twenty percent (20%) of the appropriate portion 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 Commission or the School District Board, as applicable, in form and substance reasonably satisfactory to the Commission and the School District Board. The Basic Fee, including without limitation the final 5% thereof, shall be subject to all setoffs in favor of the School District Board for claims against the Architect. Payments for Basic Services shall be based upon a properly completed Architect's Pay Request and shall be made within the applicable time limits. The Architect's pay request shall be submitted to the Construction Manager for approval prior to payment. The Architect shall report the actual amounts paid to EDGE business enterprises on the Architect's Pay Request or Invoice.

**5.4.2 Additional Fees.** Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.1 shall be made monthly based upon services performed, and as shown by a properly completed Architect's Pay Request or Invoice.

**5.4.3 Payments by Architect.** Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Architect shall pay all portions thereof due to Consultants.

**5.4.4 Compensation for Extension of Project Time.** If the Architect notifies the School District Board not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule approved pursuant to Subparagraph 2.6.8, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the School District Board and the Architect. If, as a result of such negotiation, the School District Board agrees that the Architect shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the Commission and the School District Board.

**5.4.5 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 1.1.2. If the Commission and the School District Board materially change the Scope of the Project or Construction Budget after the Schematic Design Phase through no fault of the Architect, any necessary adjustment in the compensation of the Architect shall be negotiated to the mutual reasonable satisfaction of the School District Board and the Architect. If, as the result of such negotiation, the School District Board agrees that the Architect shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect 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 Commission and the School District Board.

## *ARTICLE V*

### *INSURANCE AND INDEMNIFICATION*

#### **6.1 Insurance**

**6.1.1 Casualty Insurance.** Except when a modification is requested in writing by the Architect and approved in writing by the School District Board, the Architect shall carry and maintain at the Architect'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 fullest extent 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 Professional Liability Insurance.** When the Commission does not elect to procure Project Professional Liability Insurance, and subject to the Commission's waiver or modification of Professional Liability Insurance upon written request of the Architect, the Architect shall maintain insurance to protect against claims arising from the performance of the Architect's services caused by any negligent acts, errors or omissions for which the Architect is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the Commission upon written request of the Architect, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect shall endeavor to keep such insurance in effect for so long as the Architect may be held liable for its performance of services for the Project. 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 Architect 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.

**6.1.3 Certificates.** The Architect shall provide the School District Board with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal of insurance. Each policy of insurance required to be purchased and maintained by the Architect, with the exception of worker's compensation and Professional Liability Insurance, shall name the School District Board and the Commission as additional insureds. 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 School District Board.

## **6.2 Indemnification**

**6.2.1 Indemnification by Architect Generally.** To the fullest extent permitted by law, the Architect shall and does agree to indemnify and hold harmless the Commission, the School District Board and their members, officers, employees and representatives and agents 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 Architect's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease 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 Architect, anyone directly or indirectly employed by the Architect or anyone for whose acts the Architect 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 Architect shall and does agree to indemnify and hold harmless the Commission, the School District Board 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 Architect, anyone directly or indirectly employed by the Architect or anyone for whose acts the Architect is legally liable. The Architect shall not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the Commission or the School District Board.

**ARTICLE VII**  
**DISPUTE RESOLUTION PROVISIONS**

**7.1 Mediation.** Instead of, or in addition to, the procedures set forth below, the School District Board and the Architect 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 reasonably agreeable.

**7.2 Notice and Filing of Requests.** Any request by the Architect for Additional Fees shall be made in writing to the School District Board and filed prior to payment of the final 5% of the Basic Fee. Failure of the Architect to timely make such a request shall constitute a waiver by the Architect of any request for such fees.

**7.3 Request Information.** In every written request filed pursuant to Paragraph 7.2, the Architect 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 Decision of the School District Board.** If the Architect files a written request with the School District Board pursuant to Paragraph 7.2, the School District Board shall review the request and render a final decision in writing as between the School District Board and the Architect. Any payment resulting from such decision must be approved by the Commission pursuant to an Amendment to this Agreement in accordance with subparagraph 9.5.2.

**7.5 Performance.** The Architect shall proceed with the Architect's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Architect and the School District Board in writing. The School District Board 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. The decision of the School District Board shall be conclusive and final.

**7.6 Delegation.** No provision of this Article shall prevent the School District Board from delegating the duties or authorities of the School District Board to any other person selected at the discretion of the School District Board.

**ARTICLE VIII**  
**TERMINATION AND REMEDIES**

**8.1 Termination of Agreement**

**8.1.1 Means of Termination.** This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Architect shall not terminate this Agreement for non-payment if the School District Board initiates the payment process for all reasonably undisputed amounts due to the Architect within ten (10) days of receipt of the Architect's written notice to terminate. This Agreement may be terminated by the School District Board without cause upon fifteen (15) days written notice to the Architect. This Agreement may be terminated at any time upon the mutual consent of the School District Board and the Architect.

**8.1.2 Architect's Remedies Upon Termination by the School District Board Without Cause or Termination by Architect.** In the event of a termination which is not due to the failure of the Architect to perform in accordance with the terms of this Agreement, the Architect 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. In such event, for services rendered prior to the termination date in an uncompleted Phase and for Additional Services, the Architect shall receive compensation based on the percentages of completion of that Phase or those Additional Services, as applicable.

**8.1.3 Architect's Remedies Upon Termination by the School District Board for Cause.** In the event of a termination which is due to the failure of the Architect to perform in accordance with the terms of this Agreement, the Architect 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 5.5.1, together with Additional Services completely performed prior to the termination date.

**8.1.4 Architect's Remedies Upon Termination by Mutual Consent.** In the event of a termination upon the mutual consent of the School District Board and the Architect, any compensation for Basic Services or for Additional Services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.

**8.1.5 Post-Termination Matters.** If the School District Board and the Architect agree that any services are to be performed for the Project by the Architect after any termination date, the amount of any compensation and the method and terms of payment of such compensation related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant obligations to be performed by the Architect under this Agreement will survive termination of this Agreement.

**8.2 Remedies**

**8.2.1 Cumulative Remedies.** No remedy conferred upon the School District Board 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 School District Board shall be cumulative and shall be in addition to any other remedy given to the School District Board hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred upon the Architect 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 Architect shall be cumulative

and shall be in addition to any other remedy given to the Architect 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 School District Board or the Architect 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 as often as deemed expedient.

## *ARTICLE IX MISCELLANEOUS PROVISIONS*

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

**9.1.1 Property of the School District Board.** Drawings, Specifications and other documents prepared by, or with the cooperation of, the Architect or any Consultant pursuant to this Agreement are the property of the School District Board whether or not the Project for which they are prepared is commenced or completed. The Architect 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 School District Board or others employed by the School District Board for reference in any completion, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Architect or Consultant. Unless the Project is a prototype, such Drawings, Specifications or other documents shall not be given or sold by the School District Board to be used by others, on other Projects except by agreement in writing and with agreed upon appropriate compensation to the Architect or Consultant, as applicable. The Architect shall not be held liable if a third party receives the Architect's Drawings, Specifications or other Documents and either modifies, changes or uses the documents in a way not originally anticipated when the documents were created. If an event occurs for which the Architect or Consultant may be liable, the School District Board shall notify the Architect or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

**9.1.2 Architect's Intellectual Property.** Except as specified in Article 9.1.1 above, all inventions, patents, design patents and computer programs acquired or developed by the Architect in connection with or relation to the Project shall remain the property of the Architect and shall be protected by the School District Board from use by others except by agreement in writing with appropriate and agreed upon compensation to the Architect.

**9.2 Public Relations.** Prior to completion of the Project, any public relations or publicity about the Project shall be within the control and with the consent of the School District Board and the Commission. The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect shall obtain the express approval of the School District Board and the Commission prior to making any application, or submitting for any design award, or acknowledgement of any kind for the Architect's services for the Project.

**9.3 Records.** The records of all of the Architect's compensation and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the School District Board and the Commission at all times and shall be maintained for seven (7) years after Final Acceptance of the Project by the Commission. All other records kept by the Architect related to the Project shall be available to the Commission and the School District Board at all times and shall be maintained for sixteen (16) years after Final Acceptance of the Project by the Commission.

**9.4 Successors and Assigns.** The School District Board and the Architect, 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 School District Board and the Architect each acknowledge that the Commission is an intended third-party beneficiary of this Agreement and a duty of trust and care is owed to the Commission as the third party beneficiary. The Architect shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the School District Board and the Commission.

### **9.5 Extent of Agreement**

**9.5.1 Entire Agreement.** This Agreement and the Contract Documents represent the entire and integrated agreement between the School District Board and the Architect and supersede all prior negotiations, representations or agreements, either written or oral.

**9.5.2 Amendments.** This Agreement may be amended only by an amendment prepared by the School District Board and signed by both the Architect and the School District Board, with the concurrence of the Commission.

**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 Contract Documents or any other documents, the provisions of this Agreement shall prevail. In addition, the Architect should refer to the Commission's Ohio School Design Manual, including without limitation all exhibits thereto, for applicable procedures, policies and forms.

**9.5.6 Conditions to Validity.** None of the rights, duties and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with, including without limitation that the Director of Budget and Management of the State first certifies that there is a balance in the appropriation not already obligated to pay existing obligations, as required by Section 126.07, Ohio Revised Code, all necessary funds are available from the applicable state agencies or instrumentalities and, when required, the expenditure of such funds is approved by the Controlling Board of the State of Ohio or other applicable approving body. In addition, if federal funds are to be used to pay fees and expenses under this Agreement, none of the rights, duties and obligations contained in this Agreement shall be binding on any party until the School District Board notifies the Architect in writing that such funds are available from the School District Board's source.

## **9.6 Governing Law**

**9.6.1 Law of Ohio.** This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the State of Ohio shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

**9.6.2 Capitalized Terms.** Capitalized terms in this Agreement shall have the same meaning as those in the Standard 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 School District Board. Therefore, the following assignment is made:

Intending to be legally bound, the Architect, 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 School District Board any and all right, title and interest in and to any and all claims and causes of action which the Architect may now have or hereafter acquire under the antitrust laws of the United States of America or the State of Ohio, 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 School District Board 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 School District Board by any means. In addition, the Architect 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 School District Board, subject to the proviso and exception stated above. The provisions of this Subparagraph shall become effective at the time the School District Board executes its concurrence to this Agreement without further acknowledgement 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 or mailed to the contact person, identified on Page 1 of this Agreement.

**9.8.2 Additional Notices.** A copy of all notices, certificates, requests or other communications shall be sent to the Construction Manager.

**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.

**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 Architect shall immediately notify the Construction Manager, the Commission and the School District Board by telephone.

**9.8.5 Change of Address.** The Commission, the School District Board or the Architect 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.

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

---

**ARCHITECT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 200\_\_

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**SCHOOL DISTRICT BOARD**

By: \_\_\_\_\_

Title: \_\_\_\_\_

(“President”)

Date: \_\_\_\_\_, 200\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(“Treasurer”)

Date: \_\_\_\_\_, 200\_\_

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Approval pursuant to Section 3318.091, ORC:  
**OHIO SCHOOL FACILITIES COMMISSION**  
(“Commission”)

By: \_\_\_\_\_

Michael C. Shoemaker  
Executive Director

Date: \_\_\_\_\_, 200\_\_

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**CERTIFICATE OF FUNDS**  
**(Section 5705.41, O.R.C)**

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**In the matter of:** \_\_\_\_\_ **(Architect)**

IT IS HEREBY CERTIFIED that moneys required to meet the obligations of the Board of Education of the \_\_\_\_\_ School District under the above referenced Agreement have been lawfully appropriated for such purposes and are in the treasury of the School District or are in the process of collection to an appropriate fund, free from any previous encumbrance.

\_\_\_\_\_ SCHOOL DISTRICT

By: \_\_\_\_\_  
**TREASURER**

Dated: \_\_\_\_\_



**EXHIBIT 1 -- Ohio Department of Public Safety**  
 Division of Homeland Security  
<http://www.homelandsecurity.ohio.gov>

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**  
 In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

BUSINESS/ORGANIZATION NAME				
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
PHONE NUMBER				

**DECLARATION**

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No

HLS 0038 2/06

## Exhibit 1

## GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? <input type="checkbox"/> Yes <input type="checkbox"/> No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? <input type="checkbox"/> Yes <input type="checkbox"/> No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? <input type="checkbox"/> Yes <input type="checkbox"/> No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date



**ARCHITECT EDGE PARTICIPATION DECLARATION**

A requirement for all Commission Contracts is that the Architect shall comply with or make a good faith effort to comply with the EDGE business enterprise participation goal of 5 percent of the total contract amount.  
 For more information about the EDGE program, contact the State of Ohio EDGE certification office at [www.EDGE.ohio.gov](http://www.EDGE.ohio.gov) or 30 East Broad Street, 18th Floor, Columbus, Ohio 43215, (614) 466-8380.

**Architect Information:**

Architect's Name: \_\_\_\_\_  
 Architect's Address: \_\_\_\_\_  
 Federal Tax I.D. Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Email address: \_\_\_\_\_  
 Architect is EDGE  Yes  No

**EDGE Business Enterprise Participation:**

EDGE Business Enterprise Name: \_\_\_\_\_  
 EDGE Business Enterprise Address: \_\_\_\_\_  
 Federal Tax I.D. Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Email address: \_\_\_\_\_  
 Dollar amount allocated for EDGE business enterprise \$ \_\_\_\_\_

EDGE Business Enterprise Name: \_\_\_\_\_  
 EDGE Business Enterprise Address: \_\_\_\_\_  
 Federal Tax I.D. Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Email address: \_\_\_\_\_  
 Dollar amount allocated for EDGE business enterprise \$ \_\_\_\_\_

**Contract Dates:**

1. Projected Start Date (month/year) \_\_\_\_\_
2. Projected Finish Date (month/year) \_\_\_\_\_

**Certification:**

By signing below the Architect certifies that it intends to contract with the certified EDGE Business Enterprise for the portion of the contract described above related to this contract and for the estimated cost shown above.

**Architect**

\_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Print

The remainder of the form is to be completed only if the Architect is allocating less than 5% to an EDGE business enterprise.

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**1. Indicate how you selected (if applicable) portions of the work or services to increase the likelihood of EDGE participation.** (Attach additional pages if needed.)

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**2. Indicate your use of the listing of EDGE-certified businesses provided by the DAS Equal Opportunity Division. When answering "yes," also indicate the date(s) you used the list.**

Used State of Ohio EDGE Certification List    Yes    No

Date(s) Used:

---

**3. Indicate the services or organizations that provided assistance to you in identifying and recruiting EDGE-certified business that you used in preparing the proposal.** (Attach additional pages if needed.)

Organization:	Date of Contract:
Contact:	Phone Number:
Organization:	Date of Contract:
Contact:	Phone Number:

---

**4. List all EDGE businesses contacted.** (Attach additional pages if needed.)

EDGE Business:	Contact Name:	Contact Date:
EDGE Business:	Contact Name:	Contact Date:
EDGE Business:	Contact Name:	Contact Date:
EDGE Business:	Contact Name:	Contact Date:

---

**5. List all EDGE firms to which you supplied adequate and timely information about the plans, specifications and requirements of the contract.** (Attach additional pages if needed.)

EDGE Business:	Contact Name:	Contact Date:
EDGE Business:	Contact Name:	Contact Date:
EDGE Business:	Contact Name:	Contact Date:
EDGE Business:	Contact Name:	Contact Date:

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**6. List the names, addresses, dates and telephone numbers of all EDGE-certified firms with which you negotiated relative to this contract.** (Attached additional pages if needed.)

EDGE Business:  
 Address:  
 City, State, Zip:  
 Contact:

Phone:  
 Date of contact:  
 EDGE Business:  
 Address:  
 City, State, Zip:  
 Contact:  
 Phone:  
 Date of contact:

---

**7. List all interested EDGE-certified firms which you rejected as being unqualified for the work of the contract.**

**Please provide the reason(s) for the rejections. (Attach additional pages if needed.)**

EDGE Business:  
 Reason(s) for rejection:  
 EDGE Business:  
 Reason(s) for rejection:  
 EDGE Business:  
 Reason(s) for rejection:

**Certification:**

The named Architect certifies that the information provided on this form and any attachment(s) are true and accurate.

---

Signature

---

Date

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Print

**Appendix A*****POLICY ON  
MINIMUM PHASE SUBMISSION REQUIREMENTS***

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***ELEMENTS OF SCHEMATIC DESIGN DOCUMENTS******ARCHITECTURAL***

- Single-line drawings showing complete building layout, identifying the various Major areas, core areas and their relationships.
- Show preliminary exterior wall section indicating location of openings, and overall thermal transfer value for each element of the exterior wall/envelope.
- Identify roof system, deck, membrane flashing and drainage technique and indicate overall combined heat transfer coefficient value for exterior wall/envelope.
- Show exterior building elevations identifying proposed shell finishes (includes all exterior surfaces, doors and windows).
- Site plan with building located and overall grading plan with preliminary contours. Preliminary site development such as access road paving, walls and outside support buildings, and paved parking lots landscaping, storm water retention areas, site utilities (existing and new) should be shown.
- Gross and net area calculations separated to show conformance with Program of Requirements. Each space to be annotated with net square footage.
- Building Code type and occupancy information.

***STRUCTURAL***

- Main building sections depicting proposed structural systems.
- Preliminary structural floor plan with overall dimensions and floor elevations. Identify structural system and provide preliminary sizes for all main structural members.
- Preliminary foundation plan. Identify foundation system and provide preliminary sizes

***PLUMBING AND MECHANICAL***

- Provide a narrative detailed description of HVAC systems that appear compatible with loading conditions for subsequent life cycle costing. (LCC not required for systems indicated as standards in Design Manual).
- Floor plan showing all mechanical (HVAC and Plumbing) equipment spaces.
- Floor plan showing all major mechanical equipment and plumbing fixtures (toilets, sinks, urinals, water fountains/coolers, janitor sinks, and fire protection system).

***ELECTRICAL***

- Lighting and power plans showing conceptual solution for lighting, power, communications, fire alarm and technology.
- Floor plan showing all major electrical equipment,
- Preliminary one-line electrical distribution diagrams. Indicate preliminary location of service entry, switchboards, motor control centers, panels, transformers and emergency generator, etc., if required.

***ELEMENTS OF DESIGN DEVELOPMENT DOCUMENTS******ARCHITECTURAL***

- Dimensioned floor plans indicating structural bay sizes and overall building dimensions. Floor Plan should show dimensions and final partition locations including all openings.
- Exterior and core wall sections showing final dimensional relationships, materials and component relationships.
- Floor Plan should show all fixed and loose equipment.
- Preliminary room finish schedule identifying all finishes.
- Exterior door and hardware schedule showing door, frame and hardware type.
- Site plan including grading and site utilities, utility connection points and a stormwater management design.
- Preliminary development of details and large scale plans and sections.
- 
- Preliminary reflected ceiling including ceiling grid, light fixtures and all devices that penetrate or are mounted upon finished ceiling.
- Interior movable furniture, office equipment, demountable partitions and system furniture, layouts for all departments and floors including proposed building signage system.
- Gross and net area calculations by department to determine compliance with program of requirements.
- Outline specifications including selected acceptable manufacturers and suppliers.

***STRUCTURAL***

- Floor plan with all structural members located and sized.
- Preliminary footing, beam, column and connection schedules.
- Establish final building elevations.
- Outline specifications including acceptable manufacturers.
- Foundation drawings
- Outline specifications including selected acceptable manufacturers.

### ***PLUMBING AND MECHANICAL***

- Heating and cooling load calculations for each individual space, include cooling requirements for heat loads generated by office equipment, personal computers, etc
- Mechanical equipment schedule indicating size and capacity.
- Plumbing fixtures schedule
- Floor plans showing mechanical equipment and plumbing fixtures. All equipment and fixtures should be shown and located.
- Floor plans showing main ductwork distribution, branch ductwork and plumbing piping. All ductwork and piping should be located and sized to coordinate with structural framing system.
- All ceiling mounted devices should be located.
- Legend showing all symbols used on drawings.
- Outline specifications including selected acceptable manufacturers.

### ***ELECTRICAL***

- Floor Plan locating all power consuming equipment with a description of the equipment load characteristics.
- Estimate total electric load, confirm Design Manual required excess capacity.
- Floor Plan showing all major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) which shall be dimensioned and drawn to scale.
- Site Plan showing preliminary site lighting design with pole and fixture type designations.
- 
- Floor plan showing lighting layout, power, telecommunications and office automation devices and switches with preliminary circuiting.
- Light fixture schedule should be finalized.
- Estimate interior electrical loads for systems furniture, receptacles, lighting, food service equipment and any other special use areas, etc.
- Preliminary Distribution Panel Schedule
- Outline specifications including selected acceptable manufacturers and suppliers.

## ***ELEMENTS OF CONSTRUCTION DOCUMENTS***

### ***COVER SHEET(S)***

- Name, address of School District Board, Construction Manger, Architect, Interior Designer, etc.
  - Vicinity map.
  - Legal description of property.
-

- Final Building Code type, occupancy information and zoning information.
- Gross and net area calculations of all departments and floors.
- Abbreviation and symbol glossary.
- Index to all drawings.

### ***SITE PLAN(S)***

- A certified plot plan, (sealed by an Ohio licensed Land Surveyor).
- A grading plan 1'-0" or 2'-0" increments with appropriate sections.
- Sediment Control and Stormwater Management Plans and profiles.
- Local governing utility standards included in all utility details.
- Standard details shall be modified to suit project conditions, all non-applicable information shall be deleted.
- Existing and proposed electrical, gas, sewer, water, storm drainage, telephone and TV cable utilities shall be identified.
- Utility designs shall show plan, profile and all fittings and details required by code and local government standards for all the materials being permitted in the specifications.
- Zoning Plan.

### ***LANDSCAPE***

- An overall site plan showing plantings, irrigation and drainage system, site lighting and all site development features.
- Details and sections of all site development features, sidewalks, curbs, paving stones, bollards, ramps, exterior stairs, lawn areas showing seeding methods, etc.
- All landscape conditions should be thoroughly detailed.
- A symbol glossary.
- Planting schedule.
- Seeding schedule.
- Standard details shall be modified to suit project conditions. All non-applicable information shall be deleted.

## ***ARCHITECTURAL***

- A basic floor plan of the entire facility showing minimal detail with a grid or column reference system showing overall building layout dimensions, core spaces, floor opening penetrations, etc. Fire ratings of all partitions, fire doors, etc. should be clearly denoted.
- A dimensioned floor plan locating all interior partitions and exterior wall partitions from the grid or column reference system. Floor plan should include room and workstation designations, interior and exterior door and window designations.
- A dimensioned floor plan showing wire management system with openings located for voice, data, video, and electrical outlet locations.
- Room wall elevations for all non-typical walls.
- Casework floor plan complete with schedule, details and elevations.
- Interior and exterior window, door and frame schedule complete with elevations and details for all head, jamb and sill conditions.
- Interior and exterior finish and color schedule (exposed finished mechanical and electrical items shall be clearly addressed).
- A reflected ceiling plan showing all grid, access doors, drapery tracks, light fixtures, grills, diffusers, sprinkler heads, security devices, fire alarm devices, intercom system, exit devices and acoustic treatment. Ceiling heights and type should be indicated on the reflected ceiling plan.
- Details shall be provided for transitions between finish materials and wall types.
- Major building sections in at least two directions.
- A sufficient number of details shall be provided to clearly indicate the method of construction for all building components and shall include but not be limited to the following; exterior wall, waterproofing systems, insulating systems, interior and exterior finishes, architectural details, interior stairs, elevators.
- Interior signage locations shall be shown on the floor plan complete with details and schedules.
- Final locations shall be shown on the floor plan with associated floor loadings being shown on the structural drawings.
- Partition type schedule and section details for all interior, exterior and floor wall conditions.
- Roof plan showing all roofing material, roof drains, overflows, access hatches, roof drainage slopes and elevations, scuppers, skylights, mechanical and plumbing penetrations. Details shall be provided for all edge, parapet and flashing conditions.
- All exterior building elevations showing finish materials, exterior door and window openings and designations, lights, louvers, grilles, sign age, speakers and other devices.
- All structural members included in, or enclosed by the architectural details shall be closely coordinated with and the size verified by the structural engineer. Details shall indicate the framing and furring method wherever appropriate.
- All mechanical/electrical elements included in, or enclosed by the architectural details shall be closely coordinated with and the size verified by the design engineer. Details shall indicate the framing and furring method wherever appropriate.
- Complete Technical Specification including acceptable manufacturers.

***STRUCTURAL***

- A dimensioned foundation plan showing and locating in plan and in elevation all footing, foundations, foundation piers, caissons, grade beams, reinforcement with all layouts for masonry and anchor bolts.
- A dimensioned floor plan for each floor, showing all beams, beam sizes, duct and piping penetrations, construction joints, expansion joints, edge conditions, imbedded anchors and frames thickened slabs, recessed slabs stair penetrations, elevator shafts, floor loading, top of structure elevation and reinforcement.
- Footing, column, grade beam, caissons, piers, reinforcement and beam schedules.
- Dimensioned to scale details showing all conditions, connections and structural sizes.
- Shear walls clearly shown on plan and schedule if symbol code is used.
- Abbreviation and symbol glossary.
- Fastener/connection schedule.
- Elevations of all footings, elevations to top of all beams, columns, recesses and floors.
- Roof beam plan, elevator hoist beams.
- Complete Technical Specification including acceptable manufacturers.

***MECHANICAL***

- Abbreviation and symbol glossary.
  - Mechanical equipment schedule.
  - Exterior louver schedule, as coordinated with architectural louvers.
  - Floor plans indicating ductwork with sizes, ductwork mechanical devices, beams for floor above with ductwork penetrations.
  - Reflected ceiling plan showing final location of all ceiling mounted mechanical devices which include but is not limited to; diffusers, return air grilles and thermostats.
  - Floor plan indicating the sprinkler and standpipe riser systems including all required pumps and control devices.
  - Fire damper schedule and individually shown on the floor plan at each required location.
  - Ductwork sound attenuation schedule.
  - Vibration isolation schedule.
  - Terminal control box schedule, with electrical and air volume requirements.
  - Chilled water, condenser, refrigerant, fuel oil, steam and gas riser piping floor plans and riser diagrams and schematics including pipe sizes. Piping schematics shall be in large enough scale to clearly indicate all control devices, valves, unions and miscellaneous appurtenances.
  - Areas of concentrated mechanical equipment shall be enlarged from the basic floor plan to not less than 1/4" = 1'-0" illustrating detailed ductwork and equipment within the mechanical room in both plan and section views; coil access and filter access are to be shown to scale as verification of clearance.
  - Access doors both wall and ceiling, shall be called out at each applicable location as coordinated with the architectural drawings (rated where applicable).
  - Floor plans should indicate housekeeping pads and weight of concentrated loads.
-

- Duct/piping penetrations of all walls, floors, roofs, beams, columns and foundations shall be coordinated with and verified by the structural engineer, code complying firestopping will be detailed for penetrations through fire rated assemblies.
- Locate on the floor plans all controls system equipment and provide a panel and device schedule, indicator panel graphics complete with sequence of operation and control system program diagram.
- Complete Technical Specification including acceptable manufacturers.

## ***PLUMBING***

- Fixture/connection schedule.
- Abbreviation/symbol glossary
- Floor plans indicating domestic hot and cold water, storm, waste, vent and gas piping plans, including all valves, unions, fixtures, pipe sizes, and riser diagrams etc.
- Piping and insulation jacket dimensions are to be coordinated with architectural finishes and casework; all exposed piping is to be verified with the architect.
- Plan drawing of all water and sanitary branch piping for installation of interior equipment and fixtures.
- Typical piping riser schematics for all gravity flow piping systems.
- Areas of concentrated plumbing equipment (hot water heaters, circulating pumps, etc.) shall be enlarged from the basic floor plan to not less than 1/4" = 1-0" detail in both plan and section views.
- Access panels, doors and provisions in both walls and ceilings are to be shown on floor plans for all valves, cleanouts and caps, etc.
- Connections to existing and new building utilities shall be clearly shown; requirements of governing utilities shall be determined and clearly detailed and shown; connection details and elevations shall be checked and coordinated with applicable civil
- Design details
- Piping penetrations of all walls, floors, roofs, beams, columns and foundations shall be coordinated with and verified by the structural engineer, code complying firestopping will be detailed for penetrations through fire rated assemblies.
- Complete Technical Specification including acceptable manufacturers.

## ***ELECTRICAL***

- Lighting fixture schedule
- Lighting control schedule, switches, emergency lighting.
- Power riser diagram for interior lighting systems.
- Abbreviations and symbol glossary.
- Panel schedules with panel locations shown on floor.
- Fan/motor control schedule/diagram.
- Floor plan showing location of all fire alarm device/panel schedule and indicator graphics and riser diagram including activated hardware, pull stations, confirm activated hardware with hardware schedule.

- Floor plan showing location of all intercom devices, panel schedule and location, program, riser diagram.
- Floor plan showing location of all security devices, panel schedule and locations and riser diagram.
- Floor plan showing location of all intercom and TV. outlets and devices.
- Power riser diagram and main distribution panel layout in large enough scale so each run can be clearly seen.
- Telephone board schedule and riser diagram coordinated as to equipment size requirements and connection provisions with the governing telephone utility and owner requirements.
- TV. terminal/splitter and riser diagram coordinated as to equipment size requirements and connection provisions to antenna and cable TV. system.
- Floor plan indicating wire management wiring for power, receptacles, voice, video and data communications including circuiting, and connections to systems furniture, etc.
- Separate plans for power, voice and data shall be provided.
- Floor plan indicating power connections to all mechanical equipment.
- Reflected ceiling plan indicating above ceiling wiring and circuits for lighting/electrical switches, security, fire alarm, emergency exit lighting and intercom controls, etc.
- Main service entrance connection diagram as verified and coordinated with the governing power utility; locations of service entrances and transformers shall be verified with the architect.
- Areas of concentrated electrical equipment, and electric vault rooms in particular, shall be enlarged from the basic floor plan to not less than 1/4" =1'-0" and shall be shown in plan and elevation.
- Sheet notes shall be applicable to each sheet standard notes and details shall be modified to specific conditions, non-applicable notes or details shall be deleted.
- Access to systems shall be verified, doors, panels or other provision shall be called out in all wall and ceiling locations for junction boxes, controls or any other device requiring access.
- Raceway penetrations of all walls, floors, roofs, beams, columns and foundations shall be coordinated with and verified by the structural engineer. Code complying fire-stopping will be detailed for penetrations through fire rated assemblies.
- Complete Technical Specification including acceptable manufacturers.

## ***Appendix B***

### **TECHNOLOGY PHASED SUBMISSION CHECK LIST FOR COMMENTS**

#### ***Elements of Schematic Documents***

##### **Technology**

- ❑ Provide a detailed description of the Owner's needs, including such items as: Connection to DA-Site, Connection to other schools district-wide, Carrier system requirements (ATM, PRI, Ethernet, etc.), owner's vision of how technology will be used in the classroom/school/district, provisions for a district-wide network operations center, and fiber between schools.
- ❑ Initial meeting with Architect and Owner to determine location and size requirements of all technology spaces.
- ❑ Single-line drawings showing connectivity schematic of various networks, including: data, voice, video, media retrieval, security, paging, specialized audio, etc.
- ❑ Provide a detailed description of any special design considerations, including such items as: lighting and wall color requirements for video conferencing rooms, separate HVAC systems for each of the technology areas, coordination issues with local service providers, running cat5e tie cables between TC's, etc.

#### ***Elements of Design Development Documents***

##### **Technology**

- ❑ Preliminary list of all T drawings as per OSFC specifications
- ❑ Technology consultant must coordinate with all other trades in order to ensure proper pathway sizes and locations
- ❑ Preliminary floor plans indicating the locations of all technology outlets throughout the building, including, but not limited to: data, voice, video, sound, paging, security, speakers, access control, and wireless.
- ❑ Preliminary connectivity codes for each type of communication outlet to be installed.
- ❑ Riser diagrams of all technology systems.
- ❑ Outline specifications including acceptable manufacturers.
- ❑ Preliminary engineering of any outside plant work to be performed
- ❑ Preliminary schematics of all technology systems showing connectivity schemes.
- ❑ Floor plans showing all technology pathways, including cable trays in hallways, and conduits in walls.
- ❑ Floor plans indicating the locations of all technology devices throughout the building, including, but not limited to: rack/cabinet layouts, wall-fields, layer-2 and layer-3 network switches, routers, transceivers, PBX, servers, security system, media retrieval equipment, ATM switches, monitors, DVD players, patch panels, cross-connects, etc.
- ❑ CM's estimate.

## *Elements of Construction Documents*

### **Technology**

- ❑ Complete list of T drawings as per OSFC specifications.
- ❑ Detailed CM's estimate.
- ❑ Detailed floor plans indicating the locations of all technology outlets throughout the building, including, but not limited to: data, voice, video, sound, paging, security, speakers, access control, and wireless.
- ❑ Detailed connectivity codes for each type of communication outlet to be installed.
- ❑ Detailed riser diagrams of all technology systems.
- ❑ Detailed specifications including acceptable manufacturers.
- ❑ Detailed engineering of any outside plant and inter-building work to be performed
- ❑ Detailed schematics of all technology showing the integration of all Technology systems. Schematics should include: component type, connecting cable type, transmission speed, circuit type, inter-/intra building connections, uplink connections, etc.
- ❑ Schematics shall show physical/logical connection between all integrated technology systems.
- ❑ Detailed floor plans indicating the locations of all technology devices throughout the building, including, but not limited: rack/cabinet layouts, wall-fields, layer-2 and layer-3 network switches, routers, transceivers, PBX, servers, security system, media retrieval equipment, ATM switches, monitors, DVD players, patch panels, cross-connects, etc.
- ❑ System Training Requirements
- ❑ Areas of concentrated technology equipment and telecommunication rooms, in particular, shall be enlarged from basic floor plan to not less than  $\frac{1}{4}'' = 1'-0''$ .
- ❑ Sheet notes shall be applicable to each sheet standard notes and details shall be modified to specific conditions, non-applicable notes or details shall be deleted.
- ❑ Provide scalable rack and wallfield details that indicate equipment locations and wire management.