



**REQUEST FOR QUALIFICATIONS FOR DESIGN PROFESSIONAL SERVICES  
LAKE COUNTY BOARD OF COMMISSIONERS AND LAKE COUNTY SHERIFF'S OFFICE**

**Dated August 23, 2024**

**Deadline to Submit Qualifications: 3:00 p.m. EST on **September 13, 2024****

Submit Qualifications **via e-mail** to Jason Boyd, at [Jason.Boyd@lakecountyohio.gov](mailto:Jason.Boyd@lakecountyohio.gov) with copy to Ellis Katz at [ellis.katz@aboutpmc.com](mailto:ellis.katz@aboutpmc.com) and one hard copy hand delivered or delivered by mail, addressed to the following:

Individual Name: Jason Boyd, Administrator  
Department: Commissioner's Office  
105 Main Street  
Painesville, Ohio 44077

Pricing proposals shall only be submitted via hard copy in sealed envelopes to the address provided above at 3:00 p.m. on **October 4, 2024**. Firms shall not provide pricing electronically via e-mail.

**I. Project Description and General Information**

1. The Lake County Board of Commissioners and Lake County Sheriff's Office (the "County" or "Owner") is soliciting Statements of Qualifications ("Qualifications") from qualified design professionals for the Lake County Corrections Facility Project located in Lake County, Ohio (the "Project") to provide testing and inspection services as outlined in Section 2 below.
2. The Project is anticipated to include a corrections facility, Sheriff's administration building, and parking at 125 E. Erie St., Painesville, Ohio 44077 to replace the County Sheriff's Office currently located at 104 East Erie Street, Painesville, Ohio 44077. It is anticipated that the new facility will have a rated capacity of up to 505 beds.
3. The Owner is utilizing the Design-Build delivery method to construct the Project. The Owner selected Gilbane Building Company to serve as the Design-Builder for the Project.
4. The Owner selected Hellmuth, Obata & Kassabaum, P.C. ("HOK") to serve as the Owner's Criteria Architect for the Project.
5. The Owner selected Project Management Consultants ("PMC") to serve as the Owner's Consultant for the Project.
6. Questions on this RFQ shall be directed in writing only via e-mail to Jason Boyd, at [Jason.Boyd@lakecountyohio.gov](mailto:Jason.Boyd@lakecountyohio.gov) by **4:00 p.m. EST on **September 9, 2024****.
7. The Owner may issue addenda, as required, to firms which requested an RFQ for the Project.

**II. Anticipated Scope of Services**

1. The firm shall be responsible for the scope of Services attached as **Exhibit A**, and pursuant to the preliminary drawings and specs attached as **Exhibit B** (“Contract Documents”) and example Agreement attached as **Exhibit C**.
2. The firm shall coordinate with the Architect, Design Builder, and other consultants as directed by the Owner.
3. The selected firm shall comply with all applicable laws and secure any necessary permits, fees, or licenses required for the Services.
4. The Owner anticipates the Services beginning in 4th Quarter of 2024 and continuing until 2026.

**III. Selection Process and Schedule.** Selection of the design professional shall be based upon the firm’s qualifications and the qualifications and experience of the individuals identified as the firm’s proposed team for this Project. Written responses to this RFQ will be evaluated and all or a selection of firms may be requested to discuss clarifications to their Qualifications in an interview. The Owner shall rank and short list firms in accordance with ORC 153.69. Such evaluation and selection shall be subject to the Owner’s absolute discretion. Upon selection of the firm determined to be most qualified to provide the requested services for the Project, the Owner reserves the right to negotiate the price for services in accordance with ORC 153.69. Owner may suspend the process at any time or refrain from entering into any contract.

As indicated on the schedule set forth below, statements of Qualifications are due by **September 13, 2024**. Firms will be shortlisted on **September 20, 2024**, and the top ranked firm will be asked to provide a sealed pricing proposal to the County no later than 3:00 p.m. on **October 4, 2024**, in order for the Owner to negotiate an agreement.

The anticipated schedule is provided below. The Owner reserves the right to revise or modify the schedule as required.

<b>Task</b>	<b>Completed By</b>
Qualifications Due	<b>September 13, 2024</b>
Short Listing of Firms and Notification of Selection, Contingent Upon Board Approval	<b>September 20, 2024</b>
Sealed Pricing Proposals Due	<b>October 4, 2024</b>
Recommendation to the Board to Select Firm and Contract Execution	<b>October 11, 2024</b>

Qualifications received may be retained in the file maintained by the Owner for use when design fees are estimated to be less than \$50,000. Each firm is requested to provide annual updates to the Qualifications to keep them current.

**IV. Required Submissions and Evaluation Criteria.** Please submit the following information in response to this RFQ:

1. Point of Contact. Provide the point of contact for your firm with the point of contact’s phone number, address, and email.
2. Services. List which services the firm is submitting a qualification for on the cover page of the submission.
3. Business Information.
  - a. Provide the firm’s history, including number of years in business.

- b. Describe your firm and how it is organized, its overall size in number of employees, the number of offices, and number of registered/licensed specialists for the services which your firm is submitting qualifications for, and other technical staff.
    - c. Identify the business form of contracting entity.
    - d. If the proposed form of entity is a joint venture, please identify each venturer and their respective percentage of participation.
4. Experience of Firm's Personnel and Consultants. Identify the firm's assigned team of personnel and proposed consultants for the Project.
  - a. Provide a project organizational chart containing the names and titles of your proposed staff for the Project. At a minimum, the chart should include individuals who will work on this Project.
  - b. For every person listed on the chart, provide a one-page resume highlighting relevant experience.
5. Workload. Provide the firm's current workload and the availability of qualified personnel, equipment, and facilities to perform the required professional design competently and expeditiously.
6. Past Performance. Provide examples of projects of similar size and scope. Describe any specific familiarity, if any, with jail projects. Include whether the firm's assigned team members participated in the project. Provide names, addresses, and telephone numbers of references for such projects. Additionally, Owner may consider Owner's past experience with the firm as part of the evaluation of past performance.
7. Insurance. State the limits of liability under your professional liability insurance coverage and include deductible or self-insured retention amounts.
8. Proposed Modifications to the Agreement. The Professional Services Agreement (the "Agreement") is attached as Exhibit C to this RFQ. Identify any proposed deviations from the terms of this Agreement and submit with your Qualifications. Modifications may be accepted in the Owner's sole discretion during negotiation of the Agreement with the selected firm.
9. Clarifications and Additional Information. The Owner may request additional information from one or more of the design professionals submitting Qualifications to supplement or clarify the Qualifications. Such additional information may be taken into account when ranking the most-qualified firms.

**V. Public Records.** All documents submitted to Owner in response to this RFQ are public and will be available for inspection under ORC 149.43 at the conclusion of the selection process.

*The Owner reserves the right to waive any defect or technicality in any Qualifications received. The Owner may eliminate any firm that submits an incomplete, inadequate, or non-responsive Statement of Qualifications in the Owner's sole discretion.*

**EXHIBIT A**  
**Scope of Services**

**SECTION 014533 - CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A Code-required special inspections.
- B Testing services incidental to special inspections.
- C Submittals.

**1.2 ABBREVIATIONS AND ACRONYMS**

- A AHJ: Authority having jurisdiction.
- B IAS: International Accreditation Service, Inc.
- C NIST: National Institute of Standards and Technology.

**1.3 DEFINITIONS**

- A Code or Building Code: Ohio Building Code (OBC). Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements and specifically, Chapter 17 - Special Inspections and Tests.
- B Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.
- C Special Inspection:
  - 1. Special inspections are inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the AHJ that also require special expertise to ensure compliance with the approved Contract Documents and the referenced standards.
  - 2. Special inspections are separate from and independent of tests and inspections conducted by Owner or Contractor for the purposes of quality assurance and contract administration.

**1.4 REFERENCE STANDARDS**

- A ACI CODE-318 - Building Code Requirements for Structural Concrete and Commentary; 2019 (Reapproved 2022).

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- B AISC 360 - Specification for Structural Steel Buildings; 2022.
- C ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field; 2024.
- D ASTM C172/C172M - Standard Practice for Sampling Freshly Mixed Concrete; 2017.
- E ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2023.
- F ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2023.
- G ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2021.
- H ASTM E605/E605M - Standard Test Methods for Thickness and Density of Sprayed Fire-Resistive Material (SFRM) Applied to Structural Members; 2019 (Reapproved 2023).
- I ASTM E736/E736M - Standard Test Method for Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members; 2019 (Reapproved 2023).
- J ASTM E2174 - Standard Practice for On-Site Inspection of Installed Firestop Systems; 2020a.
- K ASTM E2393 - Standard Practice for On-Site Inspection of Installed Fire Resistive Joint Systems and Perimeter Fire Barriers; 2020a.
- L AWS D1.4/D1.4M - Structural Welding Code - Steel Reinforcing Bars; 2018, with Amendment (2020).
- M ICC (IBC)-2018 - International Building Code; 2018.
- N SDI (QA/QC) - Standard for Quality Control and Quality Assurance for Installation of Steel Deck; 2017.

### 1.5 SUBMITTALS

- A Special Inspection Agency Qualifications: Prior to the start of work, the Special Inspection Agency is required to:
  - 1. Submit agency name, address, and telephone number, names of full time registered Engineer and responsible officer.
  - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of

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remedies of any deficiencies reported by the inspection.

3. Submit certification that Special Inspection Agency is acceptable to AHJ.
- B Testing Agency Qualifications: Prior to the start of work, the Testing Agency is required to:
1. Submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
  2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
  3. Submit certification that Testing Agency is acceptable to AHJ.
- C Smoke Control Testing Agency Qualifications: Prior to the start of work, the Testing Agency is required to:
1. Submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
  2. Submit documentary evidence that agency has appropriate credentials and documented experience in fire protection engineering, mechanical engineering and HVAC air balancing.
  3. Submit certification that Testing Agency is acceptable to AHJ.
- D Special Inspection Reports: After each special inspection, Special Inspector is required to promptly submit at least two copies of report; one to Architect and one to the AHJ.
1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of Special Inspector.
    - d. Date and time of special inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of special inspection.
    - h. Date of special inspection.
    - i. Results of special inspection.
    - j. Compliance with Contract Documents.
- E Test Reports: After each test or inspection, promptly submit at least two copies of report; one to Architect and one to AHJ.

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1. Include:
  - a. Date issued.
  - b. Project title and number.
  - c. Name of inspector.
  - d. Date and time of sampling or inspection.
  - e. Identification of product and specifications section.
  - f. Location in the Project.
  - g. Type of test or inspection.
  - h. Date of test or inspection.
  - i. Results of test or inspection.
  - j. Compliance with Contract Documents.

### 1.6 SPECIAL INSPECTION AGENCY

- A Owner will employ services of a Special Inspection Agency to perform inspections and associated testing and sampling in accordance with ASTM E329 and required by the building code.
- B The Special Inspection Agency may employ and pay for services of an independent testing agency to perform testing and sampling associated with special inspections and required by the building code.
- C Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

### 1.7 TESTING AND INSPECTION AGENCIES

- A Owner may employ services of an independent testing agency to perform additional testing and sampling associated with special inspections but not required by the building code.
- B Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

### 1.8 QUALITY ASSURANCE

- A Special Inspection Agency Qualifications:
  1. Independent firm specializing in performing testing and inspections of the type specified in this section.
- B Testing Agency Qualifications:
  1. Independent firm specializing in performing testing and inspections of the type specified in this section.



**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.1 SCHEDULE OF SPECIAL INSPECTIONS, GENERAL**

- A The Statement of Special Inspections is included hereafter this section.
- B Frequency of Special Inspections: Special Inspections are indicated as continuous or periodic.
  - 1. Continuous Special Inspection: Special Inspection Agency is required to be present in the area where the work is being performed and observe the work at all times the work is in progress.
  - 2. Periodic Special Inspection: Special Inspection Agency is required to be present in the area where work is being performed and observe the work part-time or intermittently and at the completion of the work.

**3.2 SPECIAL INSPECTIONS FOR STEEL CONSTRUCTION**

- A Structural Steel: Comply with quality assurance inspection requirements of ICC (IBC)-2018.
- B Cold-Formed Steel Deck: Comply with quality assurance inspection requirements of SDI (QA/QC).

**3.3 SPECIAL INSPECTIONS FOR CONCRETE CONSTRUCTION**

- A Reinforcement, Including Prestressing Tendons, and Verification of Placement: Verify compliance with ACI CODE-318, Chapters 20, 25.2, 25.3, 26.6.1-26.6.3; periodic.
- B Reinforcing Bar Welding: Verify compliance with AWS D1.4/D1.4M and ACI CODE-318, 26.6.4; periodic.
  - 1. Verify weldability of reinforcing bars other than those complying with ASTM A706/A706M; periodic.
  - 2. Inspect single-pass fillet welds, maximum 5/16 inch; periodic.
  - 3. Inspect all other welds; continuous.
- C Anchors Cast in Concrete: Verify compliance with ACI CODE-318; periodic.
- D Bolts Installed in Concrete: Where allowable loads have been increased or where strength design is used, verify compliance with approved Contract Documents and ACI CODE-318, Sections 8.1.3 and 21.2.8 prior to and during placement of concrete; continuous.

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- E Anchors Post-Installed in Hardened Concrete: Verify compliance with ACI CODE-318.
  - 1. Adhesive Anchors: Verify horizontally or upwardly-inclined orientation installations resisting sustained tension loads - Section 17.8.2.4; continuous.
  - 2. Other Mechanical and Adhesive Anchors: Verify as per Chapter 17.8.2; periodic.
- F Design Mix: Verify plastic concrete complies with the design mix in approved Contract Documents and with ACI CODE-318, Chapter 19, 16.4.3, 26.4.4; periodic.
- G Concrete Sampling Concurrent with Strength Test Sampling: Each time fresh concrete is sampled for strength tests, verify compliance with ASTM C172/C172M, ASTM C31/C31M, and ACI CODE-318, Chapter 26.5, 26.12, and record the following, continuous:
  - 1. Slump.
  - 2. Air content.
  - 3. Temperature of concrete.
- H Concrete and Shotcrete Placement: Verify application techniques comply with approved Contract Documents and ACI CODE-318, Chapter 26.5; periodic.
- I Specified Curing Temperature and Techniques: Verify compliance with ACI CODE-318, Chapter 26.5.3 through 26.5.5; periodic.
- J Concrete Strength in Situ: Verify concrete strength complies with approved Contract Documents and ACI CODE-318, Chapter 26.11.2, for the following:
  - 1. Beams and structural slabs, prior to removal of shores and forms; periodic.
- K Formwork Shape, Location and Dimensions: Verify compliance with approved Contract Documents and ACI CODE-318, Chapter 26.11.1.2(b); periodic.
- L Materials: If the Contractor cannot provide sufficient data or documentary evidence that concrete materials comply with the quality standards of ACI CODE-318, the AHJ will require testing of materials in accordance with the appropriate standards and criteria in ACI CODE-318, Chapters 19 and 20.

### 3.4 SPECIAL INSPECTIONS FOR MASONRY CONSTRUCTION

- A Verify each item below complies with approved Contract Documents and the applicable articles of TMS 402/602.

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1. Inspections and Approvals:
  - a. Verify compliance with the required inspection provisions of the approved Contract Documents; periodic.
  - b. Verify approval of submittals required by Contract Documents; periodic.
2. Compressive Strength of Masonry: Verify compressive strength of masonry units prior to start of construction unless specifically exempted by code; periodic.
3. Slump Flow and Visual Stability Index (VSI): Verify compliance as self consolidating grout arrives on site; continuous.
4. Joints and Accessories: When masonry construction begins, verify:
  - a. Proportions of site prepared mortar; periodic.
  - b. Construction of mortar joints; periodic.
  - c. Location of reinforcement, connectors, prestressing tendons, anchorages, etc; periodic.
5. Structural Elements, Joints, Anchors, Protection: During masonry construction, verify:
  - a. Size and location of structural elements; periodic.
  - b. Type, size and location of anchors, including anchorage of masonry to structural members, frames or other construction; periodic.
  - c. Size, grade and type of reinforcement, anchor bolts and prestressing tendons and anchorages; periodic.
  - d. Welding of reinforcing bars; continuous.
  - e. Preparation, construction and protection of masonry against hot weather above 90 degrees F and cold weather below 40 degrees F; periodic.
6. Grouting Preparation: Prior to grouting, verify:
  - a. Grout space is clean; periodic.
  - b. Correct placement of reinforcing, connectors, prestressing tendons and anchorages; periodic.
  - c. Correctly proportioned site prepared grouts and prestressing grout for bonded tendons; periodic.
  - d. Correctly constructed mortar joints; periodic.
7. Preparation of Grout Specimens, Mortar Specimens and Prisms: Observe preparation of specimens; periodic.

### 3.5 SPECIAL INSPECTIONS FOR SOILS

- A Materials and Placement: Verify each item below complies with approved construction documents and approved geotechnical report.
1. Design bearing capacity of material below shallow foundations; periodic.
  2. Design depth of excavations and suitability of material at bottom of excavations; periodic.
  3. Materials, densities, lift thicknesses; placement and compaction of backfill: continuous.

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4. Subgrade, prior to placement of compacted fill verify proper preparation; periodic.

B Testing: Classify and test excavated material; periodic.

### 3.6 SPECIAL INSPECTIONS FOR VERTICAL MASONRY FOUNDATION ELEMENTS

A Vertical Masonry Foundation Elements are subject to the same special inspection requirements listed in the "Special Inspections for Masonry Construction" Article of this section.

### 3.7 SPECIAL INSPECTIONS FOR SPRAYED FIRE RESISTANT MATERIALS

A Sprayed Fire Resistant Materials, General:

1. Verify compliance of sprayed-fire resistant materials with specific fire-rated assemblies indicated in approved Contract Documents, and with applicable requirements of the building code.

2. Perform special inspections after rough installation of electrical, mechanical, plumbing, automatic fire sprinkler and suspension systems for ceilings.

B Physical and visual tests: Verify compliance with fire resistance rating.

1. Condition of substrates; periodic.

2. Thickness of sprayed fire resistant material; periodic.

3. Density of sprayed fire resistant material in pounds per cubic foot; periodic.

4. Bond strength (adhesion and cohesion); periodic.

5. Condition of finished application; periodic.

C Structural member surface conditions:

1. Inspect structural member surfaces before application of sprayed fire resistant materials; periodic.

2. Verify preparation of structural member surfaces complies with approved Contract Documents and manufacturer's written instructions; periodic.

D Application:

1. Ensure minimum ambient temperature before and after application complies with the manufacturer's written instructions; periodic.

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2. Verify area where sprayed fire resistant material is applied is ventilated as required by the manufacturer's written instructions during and after application; periodic.
- E Thickness: Verify that no more than 10 percent of thickness measurements taken from sprayed fire resistant material are less than thickness required by fire resistance design in approved Contract Documents. In no case shall the thickness of the sprayed fire resistant material be less than the minimum below.
1. Minimum Allowable Thickness: Tested according to ASTM E605/E605M, periodic.
  2. Floor, Roof and Wall Assemblies: Test thickness according to ASTM E605/E605M with no less than four measurements per 1,000 square feet of sprayed area on each story of the structure or portion thereof; periodic.
    - a. Fluted Decks: Measure thickness within a single 12 inch by 12 inch area. Make a minimum of four measurements arranged symmetrically in testing area and include one example each of valley, crest and sides. Report the average of the four measurements.
  3. Structural Members: Test according to ASTM E605/E605M. Test no less than 25 percent of structural members on each story of the structure or portion thereof; periodic.
    - a. Beams and girders: Make nine thickness measurements around beam or girder at each end of a 12 inch by 12 inch length.
    - b. Wide flanged columns: Make twelve thickness measurements around column at each end of a 12 inch by 12 inch length.
    - c. Hollow structural sections and pipe columns: Make four thickness measurements around hollow structural section or pipe column at each end of a 12 inch by 12 inch length.
- F Density: Verify density of sprayed fire resistant material is no less than density required by the fire resistance design in the approved Contract Documents.
1. Floor, Roof and Wall Assemblies: Test according to ASTM E605/E605M with no less than one sample per 2,500 square feet of sprayed area on each story of the structure or portion thereof; periodic.
  2. Beams, Girders, Trusses and Columns: Test according to ASTM E605/E605M with no less than one sample per 2,500 square feet of sprayed area on each story of the structure or portion thereof; periodic.
- G Bond Strength: Verify adhesive and cohesive bond strength of sprayed fire resistant materials is no less than 150 pounds per square foot when in-place samples of the cured material are

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tested according to ASTM E736/E736M and as described below.

1. Floor, roof and wall assemblies: Test no less than one sample per each 2,500 square feet of sprayed area on each story of the structure or portion thereof; periodic.
2. Structural members: Test no less than one sample from each type of structural member in each 2,500 square feet of each story of the structure or portion thereof; periodic.
3. Primer, paint and encapsulant bond tests: When sprayed fire resistant material is applied to a primed, painted or encapsulated surface for which acceptable material to substrate performance has not been determined, conduct bond test.

### **3.8 SPECIAL INSPECTIONS FOR FIRE RESISTANT PENETRATIONS AND JOINTS**

- A Verify penetration firestops in accordance with ASTM E2174.
- B Verify fire resistant joints in accordance with ASTM E2393.

### **3.9 SPECIAL INSPECTIONS FOR SMOKE CONTROL**

- A Test smoke control systems as follows:
  1. Record device locations and test system for leakage after erection of ductwork but before starting construction that conceals or blocks access to system.
  2. Test and record pressure difference, flow measurements, detection function and controls after system is complete and before structure is occupied.

### **3.10 SPECIAL INSPECTION AGENCY DUTIES AND RESPONSIBILITIES**

- A Special Inspection Agency shall:
  1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  2. Perform specified sampling and testing of products in accordance with specified reference standards.
  3. Ascertain compliance of materials and products with requirements of Contract Documents.
  4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of work or products.
  5. Perform additional tests and inspections required by Architect.
  6. Submit reports of all tests or inspections specified.

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- B Limits on Special Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the work.
- C Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- D Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

### 3.11 TESTING AGENCY DUTIES AND RESPONSIBILITIES

- A Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of work or products.
  - 5. Perform additional tests and inspections required by Architect.
  - 6. Submit reports of all tests or inspections specified.
- B Limits on Testing or Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the work.

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- C On instructions by Architect, perform re-testing required because of non-compliance with specified requirements, using the same agency.
- D Contractor will pay for re-testing required because of non-compliance with specified requirements.

### 3.12 CONTRACTOR DUTIES AND RESPONSIBILITIES

#### A Contractor Responsibilities, General:

1. Cooperate with agency and laboratory personnel; provide access to approved documents at project site and to the work.
2. Provide incidental labor and facilities:
  - a. To provide access to work to be tested or inspected.
  - b. To obtain and handle samples at the site or at source of Products to be tested or inspected.
  - c. To facilitate tests or inspections.
  - d. To provide storage and curing of test samples.
3. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing or inspection services.
4. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
5. Retain special inspection records.

**END OF SECTION**



## Statement of Special Inspections

PART I: SCHEDULE OF SPECIAL INSPECTIONS				
No.	ITEM	Req'd	Continuous Inspection	Periodic Inspection
1	Special cases: (1705.1.1 OBC)			
2	Steel Construction (1705.2 OBC)	X		
	▪ Structural steel	X	Refer to specification section for frequency.	
	▪ Cold form steel deck	X		
	▪ Open-web steel joists and joist girders			
	▪ Cold form steel trusses spanning $\geq$ 60 feet			
3	Concrete construction (1705.3 OBC)	X		
	▪ Welding reinforcing bars	X		
	▪ Material tests	X		
4	Masonry Construction (1705.4 OBC)	X		
	▪ Empirically designed in risk category 4			
	▪ Vertical masonry foundation elements	X		
5	Wood Construction (1705.5 OBC)			
	▪ High-load diaphragms			

	▪ Wood trusses spanning $\geq$ 60 feet			
6	Soils (1705.6 OBC)	X		
7	Driven Deep Foundation (1705.7 OBC)			
8	Cast-In-Place Deep Foundation (1705.8 OBC)			
9	Helical Pile Foundation (1705.9 OBC)			
10	Fabricated items (1705.10 OBC)			
11	Wind resistance (1705.11 OBC)			
	▪ Structural wood			
	▪ Cold-form steel light framed construction			
	▪ Wind resisting components			
12	Seismic resistance (1705.12 OBC)			
	▪ Structural steel			
	▪ Structural wood			
	▪ Cold-formed steel light-frame construction			
	▪ Designated seismic systems			
	▪ Architectural components			
	▪ Plumbing, mechanical, electrical components			
	▪ Storage racks			
	▪ Seismic isolation systems			
	▪ Cold-form steel special bolted moment frame			
13	Testing for seismic resistance (1705.13 OBC)			
	▪ Structural steel			
	▪ Nonstructural components			
	▪ Designated seismic systems			
	▪ Seismic isolation systems			
14	Sprayed fire-resistant materials (1705.14 OBC)	X		
	▪ Physical & visual tests	X		
	▪ Structural member surface conditions	X		
	▪ Application	X		
	▪ Thickness	X		
	▪ Density	X		
	▪ Bond strength	X		
15	Fire resistant coatings (1705.15 OBC)			
16	EFIS system (1705.16 OBC)			
	▪ Water resistive barrier coating			

Refer to specification section for frequency.

17	Fire-resistant penetration/joint (1705.17 OBC)	X		
	▪ Penetration firestops	X	Refer to specification section for frequency.	
	▪ Fire-resistant joint systems	X		
18	Testing for smoke control (1705.18 OBC)	X		
	▪ Testing scope	X		
	▪ Qualifications	X		

## **1705.2 STEEL CONSTRUCTION**

- Structural Steel and Cold-Formed Steel Deck
  - o Bolted Connections Inspections via torque wrench
  - o Welded Connections Inspection via visual and Non-Destructive Testing
  - o Fabrication shop visit to review QC manual and process. When steel fabricator is Certified per AISC steel code then Consultant visits to the fabricator are not required. Separate this cost in your proposal.

## **1705.3 CONCRETE CONSTRUCTION**

- Review reinforcement and verify placement.
- Review anchors cast in concrete and post-installed in hardened concrete members.
- Verify use of required design mix.
- During concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.
- Review erection of precast concrete members.
- Review formwork for shape, location and dimensions of the concrete member being formed.
- Includes foundations, floor slabs, concrete pavement, equipment slabs, topping slabs, curbs, and sidewalks. Exclude Laboratory break tests for topping slabs.
- As-needed anchor bolt installation and pull out testing
- Post-installed anchor pull tests – provide unit cost – Situation requiring pull test will be determine by Structural Engineer

## **1705.4 MASONRY CONSTRUCTION**

- Once per week or every 5,000 square-feet of wall area – whichever is shorter:
  - o Inspect reinforcement and verify placement on a periodic basis
  - o During mortar placement, fabricate specimens for strength tests and determine the temperature of the mortar.
  - o During grout placement, fabricate specimens for strength tests, perform slump tests, and determine the temperature of the grout.

## **1705.14 SPRAYED FIRE-RESISTANT MATERIALS**

- Condition of substrates.
- Thickness of application.
- Density in pounds per cubic foot (kg/m<sup>3</sup>).
- Bond strength adhesion/cohesion.
- Condition of finished application.

## **1705.15 MASTIC AND INTUMESCENT FIRE-RESISTANT COATINGS**

- Condition of substrates.
- Thickness of application.
- Condition of finished application.

## **1705.17 FIRE-RESISTANT PENETRATIONS AND JOINTS**

- Visual Inspection of Penetration Firestops and Fire-Resistant Joints based on approved UL systems

## **OTHER PROJECT REQUIREMENTS**

- Concrete Floor flatness and levelness (*location of cells in ranges*)
- Visual observation of roofing construction (*together with roofing manufacturer for warranty validation*)
- Asphalt Paving
  - o Verify use of required design mix.
  - o Loose Thickness
  - o Placement Temperature
  - o Density Testing
  - o Total Tonnage

**EXHIBIT B**  
**Contract Documents**

Drawings and Specifications comprising the Contract Documents can be downloaded from the following link:

<https://www.dropbox.com/scl/fo/1dwgsxmc7a44z9jq2otc1/ALcQ4RhOWzOcnLnWjyQbU?rlkey=rxv3dx6raavzezhuga3oy8j7&st=zwmsex92&dl=0>

**EXHIBIT C**  
**PROFESSIONAL SERVICES AGREEMENT**

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of the [REDACTED] day of [REDACTED], 2023 (the "Effective Date"), by and between the **LAKE COUNTY BOARD OF COMMISSIONERS** ("Owner"), and [INSERT FIRM NAME] ("Consultant"). Owner and Consultant agree as follows:

ARTICLE 1 GENERAL

1.1 Project. The Project consists of designing and constructing a new Lake County Public Safety Center located in Painesville, Ohio (the "Project"). The Owner selected the Consultant to provide [REDACTED] services for the Project in compliance with Ohio Revised Code Sections 153.65, *et seq.*

1.2 Schedule of Performance. Consultant shall promptly commence Services as directed by Owner and diligently pursue completion of the Services. Consultant shall complete the Services by [REDACTED]. Subject to the Standard of Care, time is of the essence for the completion of Services pursuant to this Agreement.

1.3 Consultant's Representative. Consultant designates the following [REDACTED] as the Consultant's representative authorized to act on behalf of the Consultant in the completion of Services for the Project. The Consultant's representative shall not be removed from the Project or reassigned without the prior written consent of the Owner.

1.4 Services. Consultant's Services consist of those described in this Agreement, the Request for Qualifications published on [REDACTED], 2024, and any other services identified in the Consultant's proposal, dated [REDACTED], 20\_\_ (as further modified by the parties), attached hereto as Exhibit A (collectively the "Services"). Consultant's proposal is merely to reference the required scope of work for the Project. No legal terms and conditions from the Consultant's proposal are incorporated into this Agreement and all terms, conditions, and exclusions are expressly rejected. In the event of any conflict between the terms of this Agreement and Exhibit A (and any sub-exhibits thereunder), this Agreement shall control unless approved otherwise by Owner in writing.

1.5 Effective Date. This Agreement covers all Services provided by Consultant for the Project, whether provided before or after the Effective Date. Any letters of intent, letter agreements or other existing agreements between the Parties are hereby deemed terminated and supplanted by the terms of this Agreement. Owner shall not be required to pay Consultant for Services paid for by Owner prior to the Effective Date. Owner shall be entitled to credit against the compensation due Consultant hereunder (to the extent applicable) for any amounts paid to Consultant prior to the Effective Date.

1.6 Calculation of Time. Unless otherwise stated, all references to "day" or "days" shall mean calendar days. If any time period set forth in this Agreement expires on other than a business day, such period shall be extended to and through the next succeeding business day.

1.7 Additional Services. Consultant shall notify Owner in writing immediately upon Consultant's determination that changes in the Services ("Additional Services") are required, specifying the scope of the change, the reason for the change, the estimated financial and schedule impacts of the change, and a definitive statement of fees Consultant claims are due for Services related to such change. Any Services that are provided without the advance written authorization of Owner shall be deemed to be part of the Services provided hereunder and claims for additional compensation shall be waived.

## ARTICLE 2 CONSULTANT'S RESPONSIBILITIES

2.1 Standard of Care. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions (the "Standard of Care").

2.2 Compliance with Law. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including OSHA requirements. If required, Consultant shall assist the Owner, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of Consultant's services or operations performed under this Agreement.

2.3 Licensed to Practice. Consultant represents that all persons and entities who are directly supervising any professional services in the performance of Services provided are duly licensed to practice such professional service under the laws of the state where the Project is located.

2.4 Independent Contractor. Consultant agrees that in the performance of the Services under this Agreement, Consultant shall act as an independent contractor, and all of its agents, employees and subconsultants/professionals shall be subject solely to the control, supervision and authority of Consultant.

2.5 Key Personnel and Subconsultants. Consultant shall provide to Owner a list of the key personnel and subconsultants who will be providing the services under the Agreement, attached hereto as Exhibit C. No substitutions of any key personnel and subconsultants may be made by Consultant without the prior written consent of Owner, which consent shall not be unreasonably withheld. Consultant agrees (a) that in the hiring of employees for the performance of Services under this Agreement or in any subcontract, neither the Consultant, subconsultant, nor any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Services to which the employment relates; (b) that neither the Consultant, subconsultant, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Services under this Agreement on account of race, creed, sex, handicap, or color; (c) that there shall be deducted from the amount payable to the Consultant by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for



each person who is discriminated against or intimidated in violation of this Agreement; and (d) that this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

2.6 Coordination and Delegation. Consultant shall coordinate the Services hereunder with other third-party service providers (e.g., architect, design consultants, construction contractors and others) as Owner may designate from time to time. Consultant shall not delegate the Services to others unless Owner approves in advance. If Owner approves of a delegation of the Services, such other key personnel shall not be changed, unless Owner approves in advance. Consultant shall still remain responsible for all Services, regardless of Consultant's delegation of such Services to others as permitted by this Agreement. All delegates shall be bound by the provisions of this Agreement to the same extent as Consultant is bound.

### ARTICLE 3 COMPENSATION

3.1 Fixed Fee. For the proper completion of the Services, Consultant shall be paid a fixed fee in the lump sum amount of \$ \_\_\_\_\_ ( \_\_\_\_\_ and \_\_\_/100 Dollars), plus Reimbursable Expenses incurred (without markup) by Consultant and subconsultants in the interest of the Project, subject to the terms and conditions hereof (the "Contract Sum"). The Contract Sum includes compensation for all Services provided by Consultant's subconsultants. The Contract Sum shall be prorated as appropriate for any partial months included in the term of Consultant's Services.

3.2 Reimbursable Expenses. Reimbursable expenses shall include only those expenses reimbursed by Owner in accordance with its standard policies and practices ("Reimbursable Expenses"). Reimbursable Expenses include items such as travel, lodging, meals, reasonable printing costs, and similar costs incurred in the performance of Services that are specifically applicable to the Project – but do not include general administrative overhead or other general office expenses. Only the actual cost of the Reimbursable Expense shall be billed to Owner without markup of any kind. Reimbursable Expenses shall not exceed \$ \_\_\_\_\_ in aggregate, without express prior approval of Owner as described herein, which approval shall not be unreasonably withheld nor delayed. Consultant shall notify Owner in advance and obtain Owner's approval for any planned out-of-town travel. Consultant shall provide a good faith estimate of anticipated travel expenses associated with such trip, in advance for Owner's approval.

3.3 Additional Services. If changes in the work seem merited by Consultant or the Owner, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the Owner by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the Owner and executed by both Parties before performance of such services, or the Owner will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

3.4 Payment. Consultant will requisition only for the value of that part of each phase and deliverable that has been earned as of the end of the monthly billing cycle, which values may,

at Owner's option, be verified by means of an examination of the progress of the Services declared by Consultant to have been earned. Payments are due and payable within thirty (30) days from the date of Consultant's properly-submitted invoice including all required backup. Payments on account of Consultant's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation and approval of Consultant's statement of Additional Services rendered or Reimbursable Expenses incurred with all backup required by Owner to substantiate the charges.

3.5 Compensation Prior to Execution of Agreement. Compensation for Services under this Agreement rendered by Consultant and provided through a letter of intent or other informal agreement prior to the execution of this Agreement for which Consultant is to be compensated under this Agreement shall be credited as payment for services rendered under this Agreement. Services of the Consultant prior to the Effective Date shall be governed by the terms of this Agreement.

3.6 Consultant's Accounting Records. Records of Consultant's Reimbursable Expenses and hours for all those services performed on an hourly basis on this Project shall be kept in accordance with generally accepted accounting principles, which principles shall be consistently applied. The foregoing records shall be available to Owner or its authorized representatives for inspection and copying upon reasonable notice and during regular business hours during the term of this Agreement and for three (3) years after the date of the Final Completion of the Project. Owner or Owner's authorized representatives shall have the right to conduct an audit or review of Consultant's accounting and financial records, relating to work performed on an hourly basis and invoices tendered for services or Reimbursable Expenses on the Project.

#### ARTICLE 4 DELAYS IN PERFORMANCE

Neither Owner nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

#### ARTICLE 5 INSURANCE AND INDEMNIFICATION

5.1 Insurance. The Consultant shall comply with the insurance requirements set forth in Exhibit B and shall carry and maintain, at its own cost, all necessary liability insurance, which shall include, at a minimum, the limits and requirements set forth on Exhibit B attached hereto and made part hereof during the term of this Agreement.

##### 5.2 Indemnification.

5.2.1 Indemnity – Generally. To the fullest extent not prohibited by law, for claims resulting from non-professional services, Consultant shall indemnify, protect, defend (with counsel approved by Owner) and hold harmless Owner, the criteria architect, and design-builder

(collectively the "Indemnitees") from all liabilities, damages, losses, settlements, litigation awards, expenses and costs, including reasonable attorneys' fees at both the trial and appellate levels, or claims of losses (collectively, "Losses") made by any third person or third party, that arise out of, or result from, the following: (a) the services of Consultant or Consultant's subconsultants or (b) any penalties or fines levied or assessed for violation of any applicable law arising out of Consultant's or subconsultant's performance of the services. To the fullest extent not prohibited by law, Consultant's promise of defense and indemnity specifically includes Losses founded in part on the alleged negligence (of any kind) of any Indemnitee. However, to the fullest extent not prohibited by law, if the negligence, gross negligence or intentional misconduct of Indemnitee is the cause of the loss, then such Indemnitee will ultimately bear its proportional share of the loss; in any such instance, the percentage of negligence or intentional misconduct attributable to such Indemnitee, to Consultant, or to any other person or entity, may be determined by a court of competent jurisdiction or otherwise agreed to by such Indemnitee and Consultant in writing. To the fullest extent not prohibited by law, while Consultant shall defend all claims against Indemnitee in the first instance, such Indemnitee shall promptly reimburse Consultant for reasonable costs and expenses of defense (and indemnity paid, if any) to the full extent of Owner's proportional share of negligence, gross negligence or intentional misconduct as determined in accordance with the preceding sentence or otherwise agreed hereunder.

5.2.2 Indemnification – Professional Negligence. For claims and damages resulting from the provision of professional services, consultant agrees to indemnify and hold the Indemnitees harmless from and against Losses, damages and liabilities (including reasonable attorneys' fees) to the extent caused by Consultant's or Consultant's subconsultant's failure to perform all or any portion of the services required hereunder in accordance with the standard of care.

5.2.3 To the fullest extent not prohibited by law, Consultant shall and does agree to indemnify, protect, defend and hold the Indemnitees and their respective affiliates harmless from and against all claims, damages, Losses, liens, causes of action, suits, judgments and expenses, including reasonable attorneys' and other professionals' fees and other costs of defense of any nature, kind or description that result from any claimed infringement of any copyright, patent or other proprietary or intangible property right by Consultant, anyone directly or indirectly employed by Consultant or anyone for whose acts Consultant may be liable.

5.2.4 Consultant shall cause each agreement between it and any of Consultant's subconsultants to contain indemnification provisions for the benefit of Owner in the form contained in this Article 5.

5.2.5 Consultant acknowledges that as an Ohio political subdivision, the Owner does not indemnify any person or entity, and agrees that no provision of this Agreement or any other contract or agreement between Consultant and the Owner may be interpreted to obligate the Owner to indemnify or defend Consultant or any other party.

ARTICLE 6 OWNERSHIP OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 Ownership. Consultant's common law, statutory and other reserved rights (including copyrights) in all work product of Consultant relating to the performance of Services under this Agreement, including drawings, specifications, preliminary plans, models, renderings and other documents prepared by Consultant or its subconsultants, whether hard copy or on electronic media (collectively, the "Work Product") shall be the property of Owner. Provided however, Consultant shall retain rights to continue to use its preexisting standard design details and preexisting standard project specifications for other projects, so long as Consultant does not utilize any unique designs, concepts or details developed specifically for the Project on other projects. Upon any termination of this Agreement and the payment of all undisputed amounts for Services properly performed by Consultant, all such Work Product shall be delivered to Owner within ten (10) days of such termination and payment. Except in connection with the further development of the Site, the operation and maintenance of the Site, and/or the ownership of the Site, the Consultant shall not be liable to the Owner arising out of the Owner's reuse or modifications to Work Product unless authorized in writing by the Consultant, which authorization shall not be unreasonably withheld, conditioned or delayed.

6.2 Authorship. Consultant represents that the Work Product (except to the extent that authorized Consultants have been used) are Consultant's own original work and that, in any event, their use in connection with the Project shall not infringe the rights of any third party. Consultant agrees on request at any time and following reasonable prior written notice to give to Owner, or those authorized by Owner, access to the Work Product and to provide copies (including copy negatives and CAD disks) of the Work Product. Consultant shall not grant to any third party the right to use any of the Work Product. Consultant shall ensure that all royalties, fees or similar expenses in respect of all intellectual property used in connection with the Project have been paid and are included in the fee.

6.3 Survival. The provisions of this Article 6 shall survive the termination of this Agreement.

ARTICLE 7 TERMINATION

7.1 Termination By Either Party. This Agreement may be terminated by either Party upon not less than fourteen (14) days' prior written notice should the other Party fail to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination and the defaulting Party fails to cure or remedy such failure within such fourteen (14)-day period. Any notice of default sent by a Party shall state with reasonable detail the basis for the claimed default or failure of performance. In addition, Owner shall have the right to terminate this Agreement if: (i) Consultant makes a general assignment for the benefits of its creditors, or (ii) a receiver is appointed on account of the insolvency of the Consultant, or (iii) if Consultant otherwise files for bankruptcy. Any of the circumstances stated in this Section 7.1 shall be considered reasons sufficient to terminate Consultant for default. The foregoing right to terminate shall be in addition to all other rights and remedies available under law or in equity.

7.2 Termination For Convenience. This Agreement may be terminated by Owner without cause and for its convenience upon not less than fourteen (14) days' written notice to Consultant.

7.3 Suspension. Owner shall have the right, at any time, to suspend the Project upon written notice to Consultant. If the Project is suspended by Owner for more than ninety (90) consecutive days, Consultant shall be compensated for Services performed prior to Consultant's receipt of written notice of suspension from Owner. When the Project is resumed, Consultant's compensation shall be equitably adjusted to provide for reasonable expenses incurred in the interruption and resumption of Consultant's Services. Such expenses shall include only direct costs incurred in shutting down the Project and resumption thereof to the extent such expenses would not have been incurred had the Project not been suspended.

7.4 Compensation For Termination. In the event of termination not the fault of Consultant, Consultant shall be compensated for Services performed in accordance with this Agreement prior to termination, together with Reimbursable Expenses then due, if any, but not for lost or anticipated profits on the portion of the Services that were not performed. In the event of termination for default, Consultant shall be compensated for Services performed prior to termination, together with Reimbursable Expenses then due. However, Consultant shall be responsible for all reasonable and actually incurred costs and damages suffered by Owner as a result of such termination for default (including without limitation any increased costs to complete Consultant's Services, but excluding any betterment to the Project), subject to the limitation of liability and waiver of consequential damages set forth in this Agreement. To the extent such costs or damages have been incurred by Owner as of the date of termination, then such amounts may be offset against final amounts due to Consultant, subject to Owner providing reasonable documentation to support the set-off amounts, and subject to Consultant's right to dispute Owner's set-off, pursuant to the dispute resolution provisions of this Agreement. In all events, Owner shall not be responsible for Consultant's lost or anticipated profit on the terminated portion of the Services.

7.5 Work Product. All Work Product produced or developed for the Project shall be furnished to and become the property of the Owner upon termination and payment to Consultant in accordance with Section 7.4.

## ARTICLE 8 GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed and construed in accordance with the laws of the State of Ohio. Any dispute or claim arising out of or related to this Agreement or the breach thereof shall be settled by litigation in the county where the Project is located. However, if so requested by either party, the Owner and the Consultant agree to submit any dispute between the Owner and Consultant to nonbinding mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association to be conducted in Lake County, Ohio. The Parties agree that if requested by the Owner, any mediation (or any litigation or other dispute resolution proceeding agreed to by the Parties) may include, by consolidation, joinder or other appropriate motion, any additional person or entity not a party to this Agreement, including the Criteria Architect, Design-Builder and any subcontractors or sub-subcontractors on the Project, provided such person or entity is substantially involved in a common question of fact or

law arising out of or relating to the same transaction or subject matter involved in such litigation or proceeding

## ARTICLE 9 MISCELLANEOUS

9.1 Assignment. Owner and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other Party to this Agreement and to the partners, successors, assigns and legal representatives of such other Party with respect to all covenants of this Agreement. Consultant shall not assign this Agreement without the prior written consent of Owner or any such assignment shall be void. Owner may assign this Agreement at any time, without the consent of Consultant.

9.2 Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or Consultant.

9.3 Severability. The invalidity of one or more phrases, sentences, clauses, sections or articles contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

9.4 Counterparts and Copies of Signatures. This Agreement may be executed in counterparts and may be executed by DocuSign or such other electronic execution program required by Owner. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original. The Parties agree that all documents requiring signatures by the Owner may be executed by electronic means, and that the electronic signatures affixed by the Owner to this Agreement shall have the same legal effect as if that signature was manually affixed to a paper version of this Agreement. The Parties agree to be bound by the provisions of Chapter 304 of the Ohio Revised Code (the "ORC") as it pertains to electronic transactions under Chapter 1306 of the ORC and to comply with the Owner's electronic signature policy.

9.5 Inconsistencies. In the event there are any inconsistencies, conflicts or ambiguities between the terms and provisions of this Agreement and the terms and provisions of any other document, agreement or instrument incorporated herein by reference, the terms and provisions of this Agreement shall control in all respects.

9.6 Headings. The headings and titles to the Articles in this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

9.7 Notices. All notices provided for in this Agreement, including notices of default hereunder and termination of this Agreement, shall be in writing and shall be deemed to have been properly given (a) upon receipt if delivered in person or by a nationally recognized overnight courier service or sent by electronic facsimile with receipt confirmed (provided a copy is sent the

same day by either overnight courier or certified mail) or (b) as of the third business day after being sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

**If to Owner:**

Lake County Board of Commissioner's Office  
105 Main Street, Suite A513, Painesville, Ohio 44077  
Attn: Jason Boyd, Administrator  
Email: Jason.Boyd@lakecountyohio.gov

With copies to:

Project Management Consultants  
3900 Key Center, 127 Public Square, Cleveland, Ohio 44114  
Attn: Ellis Katz  
Phone: 216.566.5853  
Email: Ellis.Katz@aboutPMC.com

**If to Consultant:**

[INSERT CONSULTANT'S NAME]

[INSERT ADDRESS]

Attn: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

With copies to: *[NOTE: Insert any other parties to receive copies of Notices sent to the Consultant or delete this notice block]*

[INSERT NAME]

[INSERT ADDRESS]

Attn: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

or such other address as may be furnished in writing by either Party to the other. Either Party may change its address for the purpose of receiving notices under this Agreement by written notice to the other Party in the manner set forth above.

9.8 Survival of Representation and Warranties. The representations, warranties and indemnifications set forth in this Agreement and the exhibits, schedules and other attachments hereto, and in any document, instrument or agreement executed or given in connection herewith, which by their terms are applicable after the term of this Agreement, will survive the expiration or termination of this Agreement.

9.9 Waiver of Consequential Damages. Consultant waives all consequential damages arising out of the Project. This waiver includes but is not limited to damages incurred by Consultant for overhead and compensation of employees, loss of business and reputation, and loss of profit.

9.10 Findings and Recovery. Consultant represents and warrants that it is not subject to an “unresolved” finding for recovery under ORC Section 9.24.

9.11 Public Records. All parties hereto acknowledge that Owner is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to public records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the Owner and any and all documents in any format or media. Consultant and the Owner agree that all records and reports that Consultant provides to the Owner pursuant to this Agreement or that the Owner obtains from Consultant pursuant to this Agreement shall be considered public records unless exempted from disclosure pursuant to Ohio's public record laws (including ORC. 149.43, ORC. 1333.61(D) and applicable common law), and that the Owner shall have the right to copy and disclose the same.

9.12 Drafting of This Agreement. This Agreement shall be deemed to be drafted by both Parties hereto, and no one Party shall benefit from any claimed ambiguity in this Agreement based on a theory that the other Party drafted this Agreement.

9.13 No Future Commitments. Consultant understands, acknowledges and agrees that the Owner has not made any commitment to Consultant or its subconsultants for any future design services for the Project, and nothing in this Agreement shall be construed or interpreted as a promise or commitment to engage Consultant or its subconsultant for any services beyond the Services provided hereunder. However, execution of this contract does not preclude Consultant from responding to future solicitations for design services for the Project.

9.14 No Apparent Authority/Proper Approvals. Consultant recognizes and agrees that no public official or employee of the Owner may be deemed to have apparent authority to bind the Owner to any contractual obligations not properly authorized pursuant to the County Code.

9.15 Annual Appropriations. All of the Owner's obligations under the Agreement are contingent upon the Owner Board of Commissioners appropriating the funds on an annual basis necessary for the continuation of this Agreement in any Agreement year. In the event the funds necessary for the continuation of this Agreement are not appropriated or approved, the Owner will notify Consultant of such occurrence in writing. This Agreement shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Agreement and shall not be considered to be a breach or default on the part of the Owner.

9.16 Entire Agreement. This Agreement and all exhibits attached represent the entire and integrated agreement between Owner and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by



written instrument signed by both Owner and Consultant.

**[SIGNATURES ON FOLLOWING PAGE]**

This Agreement entered into as of the day and year first written above.

OWNER:

CONSULTANT:

LAKE COUNTY BOARD OF COMMISSIONER'S  
OFFICE

[INSERT CONSULTANT'S NAME]

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

\_\_\_\_\_

\_\_\_\_\_

Title:

Title:

\_\_\_\_\_

\_\_\_\_\_

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_

**CERTIFICATE OF AVAILABLE FUNDS**  
**(ORC Section 5705.41)**

The undersigned, Auditor and Chief Fiscal Officer of the Lake County Board of Commissioners, hereby certifies that the amount required to meet the obligations under the contract, obligation, expenditure for the services described in the preceding agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

**Exhibit A**

SCOPE OF SERVICES

*[NOTE: Attach Consultant's proposal, exclusive of their terms and conditions, as approved by Owner]*

## Exhibit B

### INSURANCE LIMITS AND REQUIREMENTS

1. Consultant's Insurance. Consultant shall procure and maintain, at its own cost, with companies authorized to do business in the state where the Project is located and having a financial size of VII or higher and a rating of not less than "A-" in the latest version of Best's Insurance Guide, published by A.M. Best & Company, all necessary insurance outlined herein for coverages at not less than the prescribed minimum liability limits for claims caused or contributed to by Consultant. All insurance will be provided through companies authorized to do business in the State where the Project is located and considered acceptable by Owner. Certified copies of all certificates of insurance (and any declarations of insurance and endorsements) evidencing the required insurance will be provided to Owner within five (5) business days of Owner's written request of those copies. The insurance coverages and liability limits to be provided by Consultant shall be as follows:

a. Automobile Liability Insurance. Consultant will maintain Primary Automobile Liability Insurance, covering all owned, non-owned, hired, leased or borrowed vehicles. Such insurance shall have limits of not less than \$1,000,000 combined single limit and shall name Owner, Indemnitees, and any other entities designated by Owner in writing ("Additional Insured") as an additional insured thereon.

b. Workers' Compensation Insurance. Consultant will maintain workers' compensation and employers' liability insurance covering its operations in not less than the following limits: Workers' Compensation- as required by applicable state and federal statutes; Employers' Liability- \$1,000,000 Bodily Injury each Accident; \$1,000,000 Bodily Injury by Disease for Each Employee; and \$1,000,000 Bodily Injury Disease Aggregate. Consultant shall cause, if allowed by law, its workers' compensation carrier to waive insurers' right of subrogation with respect to Owner, its partners, parents and affiliated companies.

c. Commercial General Liability Insurance. Consultant will maintain commercial general liability insurance covering all operations by or on behalf of Consultant on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use), naming the Additional Insureds as an additional insured thereon. Such insurance shall have not less than the following limits: \$1,000,000 Each Occurrence; and \$2,000,000 Annual Aggregate.

d. Umbrella/Excess Liability. Consultant shall maintain additional coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance in the amount of \$5,000,000 Each Occurrence; and \$5,000,000 General Aggregate. Excess Umbrella Insurance coverage shall be provided on a follow-form basis and Consultant shall be responsible for any gaps between underlying coverage and such excess coverage in the case of Consultant's policies.

e. Valuable Papers. If applicable, Consultant will purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records related to this Project.

f. Professional Liability. Consultant shall purchase and maintain insurance to protect against claims arising out of the performance of Consultant's professional services caused by any negligent acts, errors, omissions for which Consultant is legally liable. Such professional liability insurance shall have minimum limits of \$2,000,000 per claim/\$5,000,000 annual aggregate. Consultant shall maintain an insurance program with deductibles or self-insured retention commensurate with industry standards for a corporation of its size and shall be solely responsible for any deductibles or self-insured retention amounts. The professional liability insurance shall have no exclusion for injury to persons or property arising out of the performance of professional services. Consultant shall keep such insurance in effect for a period of not less than five (5) years after the date of completion of its Services for the Project. If such professional liability insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date of this Agreement and shall include a supplemental extended reporting period provision. Consultant shall cause each of the subconsultants providing design or engineering services to maintain separate professional liability insurance to protect against claims arising out of the performance of such Consultant's services with minimum limits as follows: \$1,000,000 per claim/annual aggregate, unless different minimum limits are approved in writing by Owner which approval shall not be unreasonably withheld.

2. Certificates of Insurance. Consultant shall provide Owner with certificates of insurance, completed by a duly authorized representative evidencing that the minimum coverages required of Consultant and its subconsultants herein are in effect and specifying that the liability coverages (except professional liability and employers liability) are written on an occurrence form.

a. All of the required insurance policies may not be cancelled or materially modified from the requirements of this Exhibit B without at least thirty (30) days' prior written notice to Owner from Consultant. Consultant shall maintain the required insurance during the performance of this Agreement and for five (5) years after completion of the Services hereunder.

b. Failure of Owner or Owner's Representative to demand such a certificate or other evidence of full compliance with these requirements or failure of Owner or Owner's Representative to identify a deficiency from evidence provided will not be construed as a waiver of Consultant's obligation to maintain such insurance. The acceptance of delivery by Owner or Owner's Representative of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements of this Exhibit B.

c. If any of the coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverages will be submitted with Consultant's final invoice.

3. Insurance Primary. All coverages required of Consultant or its subconsultants or professional subcontractors will be primary over and non-contributory to any insurance or self-insurance program carried by Owner.
4. Other Requirements. The foregoing policies (other than the workers' compensation and professional liability): (a) shall name Owner as additional insured, (b) shall be primary and non-contributory to any insurance (or self-insurance program) carried by Owner, and (c) shall contain a cross-liability endorsement, a severability of interests endorsement and a waiver of subrogation endorsement in favor of Owner, Indemnitees, and Additional Insureds.
5. Waiver of Subrogation. The Owner and the Consultant (and Consultant shall require that all subconsultants) waive all rights against (1) each other and each other's Consultants, contractors, subconsultants, agents, officers, directors, shareholders and employees; (2) the construction contractor and its subcontractors, and separate contractors, if any, and their subcontractors, sub-subcontractors, agents and employees; (3) the architect and its consultants, and (4) any other person or entity using or occupying any portion of the Project with Owner's knowledge and consent for damages caused by fire or other perils but only to the extent actually paid by insurance obtained pursuant to the Construction Agreement or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. The foregoing waiver afforded the construction contractor, their agents and employees shall not extend to the liability of the construction contractor. The Owner or the Consultant, as appropriate, shall require of the architect, construction contractor, separate contractors, and consultants by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other Parties enumerated in this Exhibit B.
6. No Reduction or Limit of Obligation. By requiring insurance, Owner does not represent that coverage and limits will necessarily be adequate to protect Consultant. Insurance effected or procured by Consultant will not reduce or limit Consultant's contractual obligation to indemnify and defend Owner as may be required by this Agreement for claims or suits which result from or are connected with the performance of this Agreement.
7. Duration of Coverage. All required coverages will be maintained without interruption during the entire term of this Agreement.

**Exhibit C**

KEY PERSONNEL AND SUBCONSULTANTS

*[NOTE: Attach Consultant's list of key personnel and subconsultants, as approved by Owner]*