

**RESOLUTION FOR BOARD ACTION
TO AUTHORIZE THE ADMINISTRATION TO
EXECUTE A DESIGN-BUILD CONTRACT WITH
ADOLPH JOHNSON AND SON, COMPANY**

WHEREAS, the Board of Trustees has previously approved the construction of the Veterans Resource Center; and

WHEREAS, the Board of Trustees has selected a “Design-Build” contractor; and

WHEREAS, the Board of Trustees has approved a maximum price for this project; and

WHEREAS, the University has agreed with the contractor and with the Veterans Advisory Committee on acceptable changes to keep the project within its maximum cost;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University, authorizes the Administration to execute a Design-Build contract with Adolph Johnson and Son, Company.

SPECIAL BOARD OF TRUSTEES' MEETING

**Monday, August 19, 2013
4:30 p.m.**

**Tod Hall
Board Meeting Room**

AGENDA

- A. Roll Call
- B. Proof of Notice of Meeting
- C. Disposition of Minutes for Meetings Held June 12, 2013; and July 22, 2013; will be Deferred until the Next Meeting
- D. Reports of the Committees of the Board
 - 1. Finance and Facilities Committee
 - a. Resolution for Board Action to Authorize the Administration to Execute a Design-Build Contract with Adolph Johnson and Son, Company **Tab 1**
- E. Communications and Memorials
- F. Unfinished Business
- G. New Business
- H. Old Business
- I. Chairperson's Remarks
- J. Dates and Times of Upcoming Regular Meetings of the Board
 - Tentative Meeting Dates: 3 p.m., Wednesday, September 25, 2013
 - 3 p.m., Wednesday, December 18, 2013
 - 3 p.m., Wednesday, March 12, 2014
- K. Adjournment

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**Board of Trustees Meeting
August 19, 2013
YR 2014-**

Document 00 52 53 - Agreement Form (University Design-Build) State of Ohio Standard Requirements for Public Facility Construction

This Agreement is made as of the date set forth below between the State of Ohio, acting by and through the University, and the Design-Builder in connection with the Project.

Project Number: YSU 1516-6
Project Name: Veterans Resource Center
Site Address: Youngstown State University
Youngstown, Mahoning County

University ("Owner"): Youngstown State University
Owner's Representative: Richard White
Address: One University Plaza
Youngstown, Ohio 44555

Contracting Authority: The University above
Project Manager: Richard Feldmiller

Design-Builder ("DB"): Adolph Johnson & Son Co.
DB's Principal Contact: Paul Johnson
Address: 3497 Union Street
Mineral Ridge, Ohio 44440

ARTICLE 1 - SCOPE OF WORK; BUDGET; SCHEDULE; EDGE COMMITMENT

1.1 The DB shall perform and provide all of the Work described in the Contract.

1.1.1 The portion of the Work to be performed by the AOR is described in the AOR Scope of Services Description attached as Exhibit A.

1.2 The Construction Budget is \$1,119,625

1.3 The Preliminary Project Schedule is attached as Exhibit B.

1.4 The DB shall contract with EDGE-certified Business Enterprise(s) for the portion of the Contract described below:

1.4.1 during the Preconstruction Stage, no less than 5 percent of the total Preconstruction Stage Design-Services Fee;

1.4.2 during the Preconstruction Stage, no less than 5 percent of Preconstruction Stage Compensation; and

1.4.3 during the Construction Stage, no less than 5 percent of the Contract Sum established in the GMP Amendment.

ARTICLE 2 - PRECONSTRUCTION STAGE COMPENSATION

2.1 The Preconstruction Stage Compensation is \$43,389 which is the sum of the (1) Preconstruction Fee, (2) Preconstruction Stage Design-Services Fee, (3) Preconstruction Stage Personnel Costs, and (4) Preconstruction Stage Reimbursable Expenses. The Owner shall pay the Preconstruction Stage Compensation to the DB in exchange for the DB's proper, timely, and complete performance of the Preconstruction Services.

2.2 Preconstruction Fee. The DB's Preconstruction Fee is \$8,000 and is subject to the following allocation:

Phase/Task	Associated Fee	Portion of Total Fee
Organizational Meeting	\$400	5%
Program Verification Stage	\$800	10%
Schematic Design Stage	\$2,000	15%
Design Development Stage	\$2,000	10%
GMP Proposal and Amendment	\$800	50%
Construction Documents Stage	\$2,000	10%
Total Preconstruction Fee	\$8,000	100%

2.3 Preconstruction Stage Design-Services Fee. The DB's Preconstruction Stage Design-Services Fee shall not exceed \$32,000, and shall be paid on an hourly basis according to the rates set forth in the AOR's Fee Schedule for Personnel attached as Exhibit C, subject to the following allocation:

Phase/Task	Associated Fee	Portion of Total Fee
Organizational Meeting	\$1,600	5%
Program Verification Stage	\$3,200	10%
Schematic Design Stage	\$8,000	25%
Design Development Stage	\$8,000	25%
GMP Proposal and Amendment	\$3,200	10%
Construction Documents Stage	\$8,000	25%
Total Preconstruction Design Services Fee	\$32,000	100%

2.4 Preconstruction Stage Personnel Costs. The DB's Preconstruction Stage Personnel Costs shall not exceed \$0, and shall be paid on an hourly basis according to the rates set forth in the Personnel Costs Rate Schedule attached as Exhibit D.

2.5 Preconstruction Stage Reimbursable Expenses. The DB's Preconstruction Stage Reimbursable Expenses shall not exceed \$3,389 and shall be paid according to the Preconstruction Stage Reimbursable Expenses Schedule attached as Exhibit E.

ARTICLE 3 - CONSTRUCTION STAGE COMPENSATION

3.1 As described in the General Conditions, the parties will establish the Contract Sum, Contract Times, Milestones, and other commercial terms relevant to the Construction Stage through a GMP Amendment, the form of which is attached as Exhibit G.

3.2 The DB shall propose the amount of the DB's Construction Stage Personnel Costs portion of the Cost of the Work as a part of the proposed GMP Amendment; provided, however, that the DB's Construction Stage Personnel Costs shall not exceed \$13,780.

3.2.1 The DB's Construction Stage Personnel Costs shall be based upon the rates set forth in the Personnel Costs Rate Schedule attached as Exhibit D.

3.3 The DB shall propose the amount of the General Conditions Costs portion of the Cost of the Work as a part of the proposed GMP Amendment; provided, however, that the General Conditions Costs shall not exceed \$49,099.

3.3.1 A detailed description of the items of Work included in the General Conditions Costs portion of the Cost of the Work is set forth in the General Conditions Costs Description attached as Exhibit F.

3.4 The DB shall propose the amount of the DB's Contingency as a part of the proposed GMP Amendment; provided, however, that the DB's Contingency shall not exceed an amount equal to 5 percent of the Cost of the Work identified by the DB in the proposed GMP Amendment.

3.4.1 Shared-Savings Change Order. No more than 30 days before final payment to the DB, the parties shall execute a Change Order to reduce the Contract Sum by an amount equal to (1) 100% of the funds then remaining in the DB's Contingency plus (2) an associated reduction of the DB's Fee.

3.5 The DB shall propose the amount of the Construction Stage Design-Services Fee as a part of the proposed GMP Amendment; provided, however, that the Construction Stage Design-Services Fee shall not exceed an amount equal to .56 percent of the sum of the Cost of the Work plus the DB's Contingency, both as identified by the DB in the proposed GMP Amendment.

3.6 The DB shall propose the amount of the DB's Fee as a part of the proposed GMP Amendment; provided, however, that the DB's Fee shall not exceed an amount equal to 10 percent of the sum of the Cost of the Work plus the DB's Contingency plus the Construction Stage Design-Services Fee, all as identified by the DB in the proposed GMP Amendment.

ARTICLE 4 - KEY PERSONNEL

4.1 The DB's key personnel for the Project are:

- 4.1.1** Paul A. Johnson Jr. Project Manager;
- 4.1.2** Paul A. Johnson Jr., Lead Scheduling Engineer;
- 4.1.3** David P. Wendel, Lead Estimator;
- 4.1.4** To be determined, General Superintendent.

Edit the above list as appropriate for the Project.

ARTICLE 5 - CONSULTANTS

5.1 The DB's Consultants for the Project are:

- 5.1.1** Architect/Engineer of Record:
Architectural Design Solutions, LLC.
1118 Village Plaza
Columbiana, Ohio 44408

«insert consultant contact name, title»

- 5.1.2** «insert discipline»:
Buckeye Civil Design, LLC.
Seidler Engineering
Verostko Consulting Engineer

«insert consultant contact name, title»

Edit the above list as appropriate for the Project.

5.2 The DB may provide a portion of the Work through one or more Consultants, provided, however, the DB will remain responsible for all duties and obligations of the DB under the Contract.

- 5.2.1** If the DB engages a "design-assist firm" as described under Ohio Revised Code ("ORC") Section 153.50, that entity (1) will be considered a Consultant under the Contract during the Preconstruction Stage and (2) before that entity performs any Work during the Construction Stage, it shall be subject to all

Applicable Law and Contract provisions concerning the prequalification, bidding, selection, and engagement of Subcontractors and shall enter into a Subcontract with the DB.

5.3 By appropriate written agreement, the DB shall require each Consultant, to the extent of the Consultant's portion of the Work, to be bound to the DB by the terms of the Contract, and to assume toward the DB all of the obligations and responsibilities which the DB assumes toward the Contracting Authority and the Owner.

5.3.1 The DB shall not retain any Consultant on terms inconsistent with the Contract.

5.3.2 All agreements between the DB and a Consultant shall identify the Contracting Authority and the Owner as the agreement's intended third-party beneficiaries.

5.3.3 The Contracting Authority's receipt and approval of a copy of the agreement between the DB and a Consultant is a condition precedent to the Owner's obligation to pay the DB on account of the Consultant's services.

5.4 The Owner has no obligation to pay or see to the payment of money to any Consultant except as otherwise required under Applicable Law.

5.5 The DB shall obtain the Contracting Authority's written approval before engaging any Consultant not named above. The DB shall not employ any Consultant against whom the Contracting Authority has a reasonable objection. The Contracting Authority's approval or disapproval of any Consultant, however, will not relieve the DB of the DB's full responsibility for the performance of the Work.

5.6 The DB shall not remove any Consultant from the Project or reduce the extent of any Consultant's participation in the Work without the Contracting Authority's prior written consent. The DB shall not permit any Consultant to replace any previously identified team member except with the Contracting Authority's prior written consent unless the Consultant ceases to employ that person. On notice from the Contracting Authority, the DB shall immediately and permanently remove from the Project any Consultant or person under a Consultant's control whose performance is not satisfactory to the Contracting Authority.

5.7 The Contracting Authority may communicate with any Consultant either through the DB or directly with the Consultant, but the Contracting Authority may not modify the contract between the DB and any Consultant.

5.8 The DB hereby assigns to the Contracting Authority each Consultant's agreement provided that the assignment is effective only after the Contracting Authority terminates the Contract and only for those agreements which the Contracting Authority accepts by notifying the Consultant and DB in writing. The Contracting Authority may re-assign accepted agreements.

ARTICLE 6 - GENERAL PROVISIONS

6.1 Escalation of Personnel Rates.

6.1.1 The DB may adjust the rates set forth in (1) the AOR's Fee Schedule for Personnel attached as **Exhibit B** in accordance with the AOR's normal salary-review practices and (2) the Personnel Costs Rate Schedule attached as **Exhibit D** in accordance with the DB's normal salary-review practices, but for both:

- .1 not before the date 1 year after the date of the Agreement,
- .2 not more than once in any 1-year period thereafter, and
- .3 not in excess of 5 percent per annual increase.

6.1.2 No rate increase will (1) apply to any Work performed before the Owner and the Contracting Authority receive written notice of the increase from the DB, or (2) result in an increase in a previously established fixed or not-to-exceed fee such as under (a) Sections 2.3, 2.4, 3.2, and 3.5 of this Agreement, (b) the GMP

Amendment, or (c) as the parties may agree upon from time to time in connection with all or any part of the Work.

6.2 Effectiveness.

6.2.1 It is expressly understood by the DB that none of the rights, duties, and obligations described in the Contract Documents shall be valid and enforceable unless the Director of the Office of Budget and Management first certifies that there is a balance in the Owner's appropriation not already encumbered to pay existing obligations.

6.2.2 Subject to Section 6.2.1, the Contract shall become binding and effective upon execution by the Contracting Authority, the Owner, and the DB.

6.2.3 This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

6.3 Representations.

6.3.1 The DB represents and warrants that it is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, the Contract is void, and the DB shall immediately repay to the Owner any funds paid under this Contract.

6.3.2 The DB hereby certifies that neither the DB nor any of the DB's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in ORC Section 3517.13.

6.3.3 The DB, by signature on this Agreement, certifies that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws.

6.3.4 The DB affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the DB performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

ARTICLE 7 - ENUMERATION OF DOCUMENTS

7.1 The Contract Documents constitute the substance of the Contract, and include, but are not limited to, this Agreement (including all of its exhibits), the GMP Documents, the final Drawings, the final Specifications, Addenda if any, Contracting Definitions, General Conditions, Project Manual, and Modifications if any.

7.2 This Agreement includes the following documents:

7.2.1 AOR Scope of Services Description attached as Exhibit A;

7.2.2 Preliminary Project Schedule attached as Exhibit B;

7.2.3 AOR's Fee Schedule for Personnel attached as Exhibit C;

7.2.4 Personnel Costs Rate Schedule attached as Exhibit D;

7.2.5 Preconstruction Stage Reimbursable Expenses Schedule attached as Exhibit E;

7.2.6 General Conditions Costs Description attached as Exhibit F; and

7.2.7 GMP Amendment form attached as Exhibit G; and

Jennifer

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

Adolph Johnson & Son, Co.

STATE OF OHIO, BY AND THROUGH THE UNIVERSITY

Signature

Paul A. Johnson Jr.

Signature

Eugene P. Grilli

Printed Name

President

Printed Name

VP for Finance and Administration

Title

Title

Date

END OF DOCUMENT

Document 00 54 13 - Supplementary Scope Statement (AOR)
State of Ohio Standard Requirements for Public Facility Construction

Exhibit A

ARTICLE 1 - ARCHITECT/ENGINEER OF RECORD'S SCOPE OF SERVICES

1.1 General

1.1.1 Services to be provided by the Architect/Engineer of Record ("AOR") shall at a minimum consist of the activities and stages set forth in Article 2 and Article 3, and any services necessary to comply with the ORC Section 3379.10 Percent for Arts Program.

ARTICLE 2 - MINIMUM PRECONSTRUCTION STAGE SERVICES

2.1 Program Verification Stage

2.1.1 AOR's Program Verification Stage Submission.

2.1.1.1 The AOR shall prepare the following documents to be included in the DB's Program Verification Stage Submission:

- .1 an identification of any unresolved issues related to compliance with Applicable Law; and
- .2 a written description of all modifications of the Owner-provided program information.

2.2 Schematic Design Stage

2.2.1 During the Schematic Design Stage, the AOR shall:

2.2.1.1 identify and analyze requirements of Applicable Law;

2.2.1.2 review and provide recommendations concerning Site use and improvements and alternative approaches to selection of materials, building systems, and equipment; and

2.2.1.3 provide recommendations on value engineering, constructability, logistics, site use and improvements, availability and suitability of materials, equipment, labor and systems, long-lead items, safety and security plans, quality control, time requirements for construction, and factors related to the cost of the Project including costs of alternative designs or materials, preliminary budgets and possible economies.

2.2.2 AOR's Schematic Design Stage Submission.

2.2.2.1 The AOR shall prepare the following documents to be included in the DB's Schematic Design Stage Submission:

- .1 a conceptual site plan and preliminary building plans, sections, and elevations;
- .2 if not noted on the drawings, a written description of preliminary selections of major building systems and construction materials; and
- .3 a written description of all modifications of the Approved Program of Requirements.

2.3 Design Development Stage

2.3.1 During the Design Development Stage, the AOR shall:

2.3.1.1 resolve all issues related to compliance with Applicable Law; and

2.3.1.2 provide recommendations on value engineering, constructability, logistics, site use and improvements, availability and suitability of materials, equipment, labor and systems, long-lead items, safety and security plans, quality control, time requirements for construction, and factors related to the cost of the Project including costs of alternative designs or materials, preliminary budgets and possible economies.

2.3.2 AOR's Design Development Stage Submission.

2.3.2.1 The AOR shall prepare the following documents to be included in the DB's Design Development Stage Submission:

- .1 plans, sections, elevations, typical construction details, and equipment layouts that illustrate and describe the refinement of the Project's design and the size and character of the Project in terms of architectural, structural, mechanical, plumbing, and electrical systems, materials, and other elements as may be appropriate;
- .2 specifications sufficient to identify the quality and other characteristics of the proposed or selected materials, equipment, finishes, fixtures, and systems;
- .3 the AOR-prepared Design Intent Statement; and
- .4 a written description of all modifications of the Approved Program of Requirements.

2.4 GMP Proposal and Amendment

2.4.1 The AOR shall prepare conformed drawings, specifications, and other design-related documents to be included in the GMP Amendment.

2.5 Construction Documents Stage

2.5.1 As the AOR develops the Construction Documents, the AOR shall promptly notify the Contracting Authority and the DB in writing of any revision of the Project that would cause a change in the Contract Sum or Contract Times.

2.5.2 AOR's Construction Documents Stage Submission.

2.5.2.1 The AOR shall prepare the following documents to be included in the DB's Construction Documents Stage Submission:

- .1 as appropriate for a design-build project delivery system, Drawings setting forth in detail the requirements for the construction of the Project; and
- .2 as appropriate for a design-build project delivery system, Specifications prepared in accordance with the most-current CSI *MasterFormat* and that establish in detail the quality levels of all materials and systems required for the Project and include all stipulations pertaining to the furnishing and installation of the Work as required for completion of the Project.

ARTICLE 3 - MINIMUM CONSTRUCTION STAGE SERVICES

3.1 Site Visits and Observation

3.1.1 During the Construction Stage, the AOR shall:

3.1.1.1 maintain familiarity with the progress and quality of the Work on the Project, to observe and check the progress and quality of the Work, and to take action as necessary or appropriate to achieve conformity with the Contract Documents; and

3.1.1.2 visit the Project at such intervals as the DB requires, to review the Work of Subcontractors 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.

- .1 Such visits shall specifically include, but are not limited to, observation of large excavations, observation of footings during placement of concrete and observation of masonry work, structural steel erection, roofing work and interior finishes.

3.1.2 If the AOR becomes aware, either through such visits or otherwise, of any Defective Work on the Project, then the AOR shall immediately report all Defective Work to the DB.

3.2 Interpretations

3.2.1 The AOR shall render interpretations of the Contract Documents necessary for the proper execution or progress of the Work on the Project.

3.2.2 The AOR shall keep a log of all RFIs and their respective responses.

3.3 Submittal Review

3.3.1 The AOR shall review Submittals such as Shop Drawings, Product Data, and Samples for conformity with design intent and conformity with the Contract Documents.

3.3.2 The AOR shall also review drawings, calculations, and designs required of Subcontractors 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 Subcontractors, Material Suppliers, or other persons).

3.4 Contract Modifications

3.4.1 The AOR shall revise the Drawings, Specifications, and other design-related documents as necessary on account of Modifications of the DB's Contract with the Contracting Authority.

3.5 Record Documents

3.5.1 The AOR shall revise the Contract Documents and related electronic files with the information contained on the As-Built Documents submitted by the DB and its Subcontractors.

3.5.2 The AOR shall label the revised Contract Documents and related electronic files as "Record Documents" and reflect the date of the AOR's incorporation of the As-Built Documents.

3.5.3 The Record Documents, to the best of the AOR's knowledge based upon the As-Built Documents delivered to the AOR by the DB and its Subcontractors and the AOR's observations during the progress of the Project, shall detail the actual construction of the Project and contain such annotations by the AOR as may be necessary for someone unfamiliar with the Project to understand the changes that were made to the Contract Documents.

END OF DOCUMENT

"EXHIBIT B"

ADOLPH JOHNSON & SON COMPANY

8/16/2013 10:07

JOB: ysuwrc YSU Veterans Resource Center

S M Description
 YSU Veterans Resource Center

Start Finish	August	September	October	November	December	January	February	March	April	May	June
8/19 5/30	M	M	M	M	M	M	M	M	M	M	M
8/19 11/8	M	M	M	M	M	M	M	M	M	M	M
9/30 10/16	M	M	M	M	M	M	M	M	M	M	M
10/14 10/16	M	M	M	M	M	M	M	M	M	M	M
10/17 10/30	M	M	M	M	M	M	M	M	M	M	M
10/30 11/1	M	M	M	M	M	M	M	M	M	M	M
11/4 11/6	M	M	M	M	M	M	M	M	M	M	M

- Design
- Stucco
- Concrete Foundations
- Masonry
- Concrete Slab on Grade
- Precast Concrete Floor
- Autoclaved Aerated Concrete Walls
- Roof Structure
- Roof Shingles
- Windows & Entrances
- Exterior Ceramic Tile
- Stucco
- Exterior Trim
- Interior Framing
- Mechanical & Electrical Rough Ins
- Drywall
- Elevator
- Painting
- Acoustical Ceilings
- Flooring
- Mechanical & Electrical Finishes
- Site Finishes
- Punch List

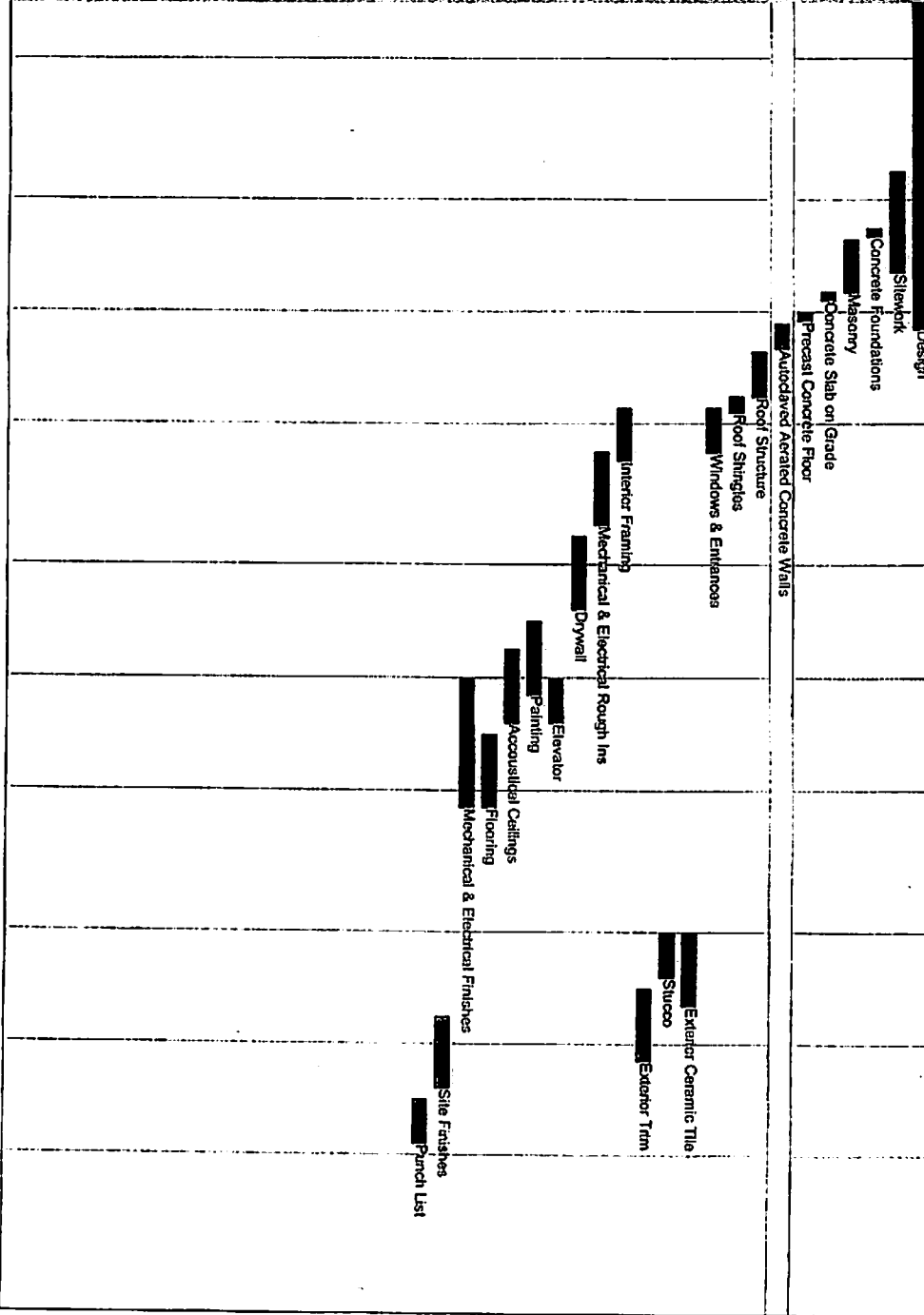


Exhibit C – AOR’s Fee Schedule for Personnel
State of Ohio Standard Requirements for Public Facility Construction

Name	Role	Firm	Rate
Summer Barker	Principal Architect	Architectural Design Solutions, LLC	\$85.00 per hour
Kurt Seidler	Structural Engineer / Project Manager	Seidler Engineering, Inc	\$135.00per hour
Greg Cook	Project Engineer	Seidler Engineering, Inc	\$85.00per hour
Matthew Laury	Structural Designer	Seidler Engineering, Inc	\$70.00per hour
Joe Gonda	Civil Engineer / Project Manager & Engineer	Buckeye Civil Design LLC	\$85.00 per hour
Joe Verostko	Mechanical Engineer / Principal	Verostko Engineering, Inc	\$125.00per hour
Pete Verostko	Professional Engineer	Verostko Engineering, Inc	\$110.00 per hour
Eber Grimes	Project Designer	Verostko Engineering, Inc	\$95.00 per hour
Rich Rosko	Project Designer	Verostko Engineering, Inc	\$95.00 per hour
Charlie Hagman	Project Designer	Verostko Engineering, Inc	\$95.00 per hour
Teresa Piszczek	CAD Operator	Verostko Engineering, Inc	\$75.00 per hour
Kyle Conklin	CAD Operator	Verostko Engineering, Inc	\$75.00 per hour
Adam Bondor	CAD Operator	Verostko Engineering, Inc	\$75.00 per hour
Erika White	Administrative	Verostko Engineering, Inc	\$ 65.00 per hour
Chris Firestone	Electrical Engineer / Principal	C.L. Firestone Inc	\$125.00 per hour
Tim Coy	Project Engineer	C.L. Firestone Inc	\$110.00 per hour
Jeff Morocco	Electrical Engineer	C.L. Firestone Inc	\$95.00 per hour
Mark DeMartino	CAD Drafter/Designer	C.L. Firestone Inc	\$75.00 per hour

END OF EXHIBIT

END OF EXHIBIT

Exhibit F - General Conditions Costs Description
State of Ohio Standard Requirements for Public Facility Construction

Item	Description	Amount
Bond	Performance Bond	\$18,425.00
Builders Risk/Insurance	«insert description»	\$ 1,300.00
Job Trailer	«insert description»	\$ 2,748.00
Job John	«insert description»	\$ 450.00
Office Supplies	Computer, Paper, Etc.	\$ 330.00
First Aid Supplies	«insert description»	\$ 100.00
Safety Meetings	«insert description»	\$ 260.00
Safety Inspections	«insert description»	\$ 1,200.00
Fire Extinguishers	«insert description»	\$ 50.00
Signage	«insert description»	\$ 100.00
Clean Up	Labor and Cleaning Supplies	\$14,568.00
Final Cleaning	«insert description»	\$ 3,000.00
Dumpster	«insert description»	\$ 5,088.00
Construction Fence	«insert description»	\$ 1,000.00
Job Trailer Utilities	Electric	\$ 480.00
«insert item name»	«insert description»	\$«insert amount»
«insert item name»	«insert description»	\$«insert amount»
«insert item name»	«insert description»	\$«insert amount»
«insert item name»	«insert description»	\$«insert amount»
«insert item name»	«insert description»	\$«insert amount»
«insert item name»	«insert description»	\$«insert amount»
«insert item name»	«insert description»	\$«insert amount»
«insert item name»	«insert description»	\$«insert amount»
	Total	\$49,099.00

END OF EXHIBIT

30001107

**Document 00 63 23 - GMP Amendment (University Design-Build)
State of Ohio Standard Requirements for Public Facility Construction**

Exhibit G

The State of Ohio, acting by and through the University, and the Design-Builder enter into this Amendment as of the date set forth below to amend the Contract they entered into as of August 19, 2013 in connection with the Project known as:

Project Number: 1516-6
Project Name: YSU-Veterans Resource Center
University ("Owner"): Youngstown State University
Contracting Authority: The University above
Design Builder ("DB"): Adolph Johnson & Son Co.

ARTICLE 1 - CONTRACT SUM AND RELATED ITEMS

1.1 The Contract Sum is \$1,119,625.00, which is the sum of the estimated Cost of the Work, plus the DB's Contingency, plus the Construction Stage Design-Services Fee, plus the DB's Fee as follows:

1.1.1 The estimated Cost of the Work is \$950,601.00, which includes all Allowances (if any) and Unit Prices (if any) defined through this Amendment, and is the sum of:

1.1.1.1 DB's Construction Stage Personnel Costs in the amount of 13,780.00, which amount shall not exceed \$13,780.00 as identified in the Agreement without a change in the scope of Construction Stage Personnel requirements;

1.1.1.2 General Conditions Costs in the amount of \$49,099.00, which shall not exceed \$49,099.00 as identified in the Agreement without a change in the scope of General Conditions requirements;

1.1.1.3 all Work the DB proposes to provide through Subcontractors in the amount of \$760,601.00;

1.1.1.4 all Work the DB proposes to self-perform directly or through a DB Affiliated Entity in the amount of \$190,000.00, which amount does not include any costs accounted for under the DB's Construction Stage Personnel Costs or General Conditions Costs.

1.1.2 The DB's Contingency in the amount of \$44,972.00, which shall not exceed 5 percent of the above-identified Cost of the Work.

1.1.3 The Construction Stage Design-Services Fee in the amount of \$5,586.00, which shall not exceed .56 percent of the sum of the above-identified Cost of the Work plus the above-identified DB's Contingency.

1.1.4 The DB's Fee in the amount of \$100,559.00, which shall not exceed 10 percent of the sum of the Cost of the Work plus the DB's Contingency plus the Construction Stage Design-Services Fee, all as identified above.

ARTICLE 2 - CONTRACT TIMES

2.1 The Contract Times are the periods of time established in the following table for the achievement of the associated Milestones:

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time from Notice to Proceed Date
--	--

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time from Notice to Proceed Date
Substantial Completion	270 days
Final Acceptance of all Work	285 days

ARTICLE 3 - LIST OF EXHIBITS

3.1 This Amendment is based upon the following documents:

3.1.1 Basis Documents attached at GMP Exhibit A;

(This exhibit includes the AOR-prepared Design Intent Statement and a complete list of all of the Drawings, Specifications, and other documents, upon which the DB relied to prepare this Amendment.)

3.1.2 Assumptions and Clarifications attached at GMP Exhibit B;

(This exhibit includes a complete list of the assumptions and clarifications made by the DB in the preparation of this Amendment, which list is intended to clarify the information contained in the Basis Documents, but is not intended to otherwise modify the Contract.)

3.1.3 Project Estimate attached at GMP Exhibit C;

(This exhibit includes a detailed estimate of the Cost of the Work which (1) allocates the cost of each of item of the Work to labor and materials/equipment organized by trade categories and (2) does not contain a lump-sum estimate for any item other than the DB's Fee and the DB's Contingency. This exhibit is informational only. It is included to provide a tool to evaluate, analyze, and discuss the proposed Contract Sum.)

3.1.4 Project Schedule attached at GMP Exhibit D;

3.1.5 Construction Progress Schedule attached at GMP Exhibit E;

3.1.6 Staffing Plan attached at GMP Exhibit F;

(This exhibit includes the DB's detailed plan for staffing the Project during the Construction Stage and an outline of the qualifications and experience of the DB's proposed project manager and proposed superintendent, including references, unless the DB previously submitted that information and the DB's project manager and superintendent were approved.)

3.1.7 Subcontractor Work Scopes attached at GMP Exhibit G;

(This exhibit includes a detailed scope-of-Work description for each anticipated Subcontract.)

3.1.8 Scope of DB's Self-Performed Work attached at GMP Exhibit H;

(This exhibit includes a detailed scope-of-Work description for all trade Work the DB proposes to perform itself or through a DB Affiliated Entity if the requirements in the Contract are met; otherwise this scope of Work will be performed by a Subcontractor.)

3.1.9 Schedule of Allowances attached at GMP Exhibit I (if applicable);

(This exhibit includes a complete list and detailed description of all Allowance Items with related measurement and payment terms.)

3.1.10 Schedule of Unit Prices attached at GMP Exhibit J (if applicable);

(This exhibit includes a complete list and detailed description of all Unit Price items with related measurement and payment terms.)

3.1.11 Schedule of Alternates attached at GMP Exhibit K (if applicable); and

(This exhibit includes a complete list and detailed description of all Alternates with related measurement and payment terms.)

3.1.12 Schedule of Incentives attached at GMP Exhibit L (if applicable).

«insert project number»

«insert project name»

(This exhibit includes a detailed description of all performance incentives/bonuses applicable to the Work including related measurement/entitlement and payment terms.)

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth below:

Adolph Johnson & Son Co.

STATE OF OHIO, BY AND THROUGH THE UNIVERSITY

Signature

Paul A. Johnson Jr.

Signature

Printed Name

President

Printed Name

Title

Title

Date

END OF DOCUMENT

100110101

Document 00 43 53 - Proposal Form (Design-Build Contract)

State of Ohio Standard Requirements for Public Facility Construction

Project Name: YSU - Veterans Resource Center Project Number: 1516-6 Construction Budget (CB): \$1,000,000
 DB Proposer: Adolph Johnson & Son Co. Submission Date: 7/17/2013

1. Preconstruction Stage Compensation

a. Preconstruction Fee (Lump Sum)				Subtotal (1a)				
<i>Include all Home Office Overhead and Profit</i>				Fee (\$)	= \$8,000			
b. Preconstruction Stage Design-Services Fee (Lump Sum)				Subtotal (1b)				
<i>Include all staff, consultants, overhead and profit of the AOR, excluding Reimbursable Expenses</i>				Fee (\$)	= \$32,000			
c. Preconstruction Stage Personnel Costs Cap (Allowance)								
<u>Staff</u>	<u>Role</u>	<u>Hours</u>	x	<u>Rate (\$)</u>	= <u>Subtotal</u>			
					\$0			
					\$0			
					\$0			
					\$0			
					\$0			
Total Hours		=	0	Subtotal (1c)	= \$0			
d. Preconstruction Stage Reimbursable Expenses Cap (Allowance)								
<u>Description</u>	<u>Quantity</u>	x	<u>Unit Price (\$)</u>	<u>Subtotal</u>				
Cost of Bonds for Initial DB Agreement	1		\$0	\$0				
Plan Approval / General Building Permit and Inspections	1		\$2,389	\$2,389				
NPDES General Stormwater Permit and Inspections	1		\$0	\$0				
Printing, mailing, misc.	1		\$1,000	\$1,000				
				\$0				
Subtotal (1d)				= \$3,389				
Total Proposed Preconstruction Stage Compensation		Fees (1a+1b)	+	Subtotal (1c)	+	Subtotal (1d)	=	Subtotal (1)
		\$40,000		\$0		\$3,389		\$43,389

2. Construction Stage Compensation

a. Construction Stage Personnel Costs Cap (Allowance)				Subtotal (2a)				
<u>Staff</u>	<u>Role</u>	<u>Hours</u>	x	<u>Rate (\$)</u>	= <u>Subtotal</u>			
		260		\$53	\$13,780			
					\$0			
					\$0			
					\$0			
Total Hours		=	260	Subtotal (2a)	= \$13,780			
b. General Conditions Costs (Allowance)								
<u>Description</u>	<u>Quantity</u>	x	<u>Unit Price</u>	<u>Subtotal</u>				
Construction Bonds (lump sum to extend Bonds to 100% of Contract Sum)	1		\$18,425	\$18,425				
Builder's Risk Insurance (lump sum - N/A for PK-12 Schools)	1		\$1,300	\$1,300				
Temporary Facilities - Trailers & Sanitary Facilities (monthly expense)	6		\$533	\$3,198				
Jobsite Trailer Utilities (monthly expense)	6		\$80	\$480				
Office & Janitorial Supplies / Furnishings & Equipment / Water (mo. exp.)	6		\$55	\$330				
Office Communications Equipment/Printing/Postage/Photographs (mo. exp.)	6		\$0	\$0				
Office First Aid / Fire Protection / Safety / Signage (lump sum)	6		\$285	\$1,710				
Project Site Progress & Final Cleaning (monthly expense)	6		\$2,928	\$17,568				
Dumpsters - Including recycling for LEED (monthly expense)	6		\$848	\$5,088				
Construction Fence / Access Points / Washout Areas (monthly expense)	5		\$200	\$1,000				
Subtotal (2b)				= \$49,099				
c. DB Contingency (% of the Cost of the Work (CoW))								
<i>% of Const. Budget remaining after deducting DB Fee</i>	<u>Contingency (%)</u>	x	<u>CB - 2e</u>	<u>Subtotal (2c)</u>				
	5.00%		\$899,441	\$44,972				
d. Construction Stage Design-Services (CSDS) Fee (% of the CoW + Cont.)								
<i>Include all staff, consultants, overhead and profit of the AOR</i>	<u>CSDS Fee (%)</u>	x	<u>CB</u>	<u>Subtotal (2d)</u>				
	0.56%		\$1,000,000	\$5,586				
e. DB Fee (% of the Cost of the Work + Contingency + CSDS Fee)								
<i>Include all Home Office Overhead and Profit</i>	<u>DB Fee (%)</u>	x	<u>CB + 2d</u>	<u>Subtotal (2e)</u>				
	10.00%		\$1,005,586	\$100,559				
Total Proposed Construction Stage DB Compensation		Subtotal (2a)	+	Subtotal (2b)	+	Fees (2d+2e)	=	Subtotal (2)
		\$13,780		\$49,099		\$106,145		\$169,024

Additional Information (required - not calculated on this Proposal Form)

Schedule Enhancements			
<i>Price adjustment for alternative schedule proposed by DB</i>	<u>Days (+/-)</u>	=	<u>Price Adj. (+/-)</u>
	0		\$0
EDGE Participation			
<i>EDGE-certified Business Enterprise Participation Commitment</i>	<u>Design-Services</u>	=	<u>Preconstruction</u>
	5.00%		5.00%
			5.00%

Total Price Proposal						
Price component of Best Value Selection		Pro-Construction	+	Construction	=	Total Price
		\$43,389		\$169,024		\$212,413

B. Price

Factor	Component		Proposal	Extension	
1. Pre-Construction Stage ¹	a.	Preconstruction Fee	\$8,000	\$43,389	
	b.	Preconstruction Stage Design-Services Fee	\$32,000		
	c.	Preconstruction Stage Personnel Costs Cap	\$0		
	d.	Preconstruction Stage Reimbursable Expenses Cap	\$3,389		
2. Construction Stage ¹	a.	Construction Stage Personnel Costs Cap	\$13,780	\$169,024	
	b.	General Conditions Cost	5.78%		\$49,099
	c.	Construction Stage Design Fee	0.56%		\$5,586
	d.	DB Fee	10.00%		\$100,559
	e.	Owner Accepted Schedule Enhancements (+/-)			\$0
3. GMP Proposal ²	a.	Guaranteed Maximum Price ²	\$1,076,236	- \$169,024 = \$907,212	
			Total Price Proposal	\$1,119,625	
4. Additional Information	a.	DB Contingency ³	5.00%	\$44,972	
	b.	Construction Budget given in RFP		\$1,000,000	
5. Normalized Price Ranking	a.	Proposed price from this DB team [x]		\$1,119,625	
	b.	Lowest proposed price from all DB teams [L]		\$1,357,966	
	NPR = $[1 - ((x - L) / L)] * 100$		NPR =	117.6	

¹ Detailed price information provided in DB Proposal Form

² Guaranteed Maximum Price included only if specifically requested in RFP

³ Percentage of Construction Budget less DB Fee

NPR	x	Weight	=	Subtotal (B)
117.6		40%		47.0

C. Best Value Calculation

Best Value = weighted combination of qualifications and price	Subtotal (A)	+	Subtotal (B)	=	Best Value
	48.2		47.0		95.2