

# STATEMENT OF QUALIFICATIONS

## PART I – CONTRACT SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. PROJECT TITLE AND LOCATION (City and State) Claims Analysis / Dispute Resolution Consultant List – VARIOUS LOCATIONS, OHIO	
2. ANNOUNCEMENT DATE Publish Date: <b>March 4, 2011, Ohio Register #211</b>	3. PROJECT NUMBER <b>DAS-11D888</b>

### B. FIRM POINT OF CONTACT

4. PROJECT REPRESENTATIVE NAME AND TITLE <b>Arden E. Freeman, AIA - Technical Lead</b>	5. PRESIDENT / CEO <b>Arden E. Freeman, Owner</b>	
6. NAME OF FIRM <div style="text-align: center;"> <b>Arden Planning Services, ltd</b></div>		
7. TELEPHONE NUMBER <b>740.881.9811</b>	8. FAX NUMBER <b>NA</b>	9. E-MAIL ADDRESS <b><a href="mailto:afreeman@columbus.rr.com">afreeman@columbus.rr.com</a></b>
10. COUNTY <b>Delaware</b>	11. FTID NUMBER <div style="background-color: black; width: 100px; height: 15px;"></div>	12. WEB ADDRESS <b>NA</b>

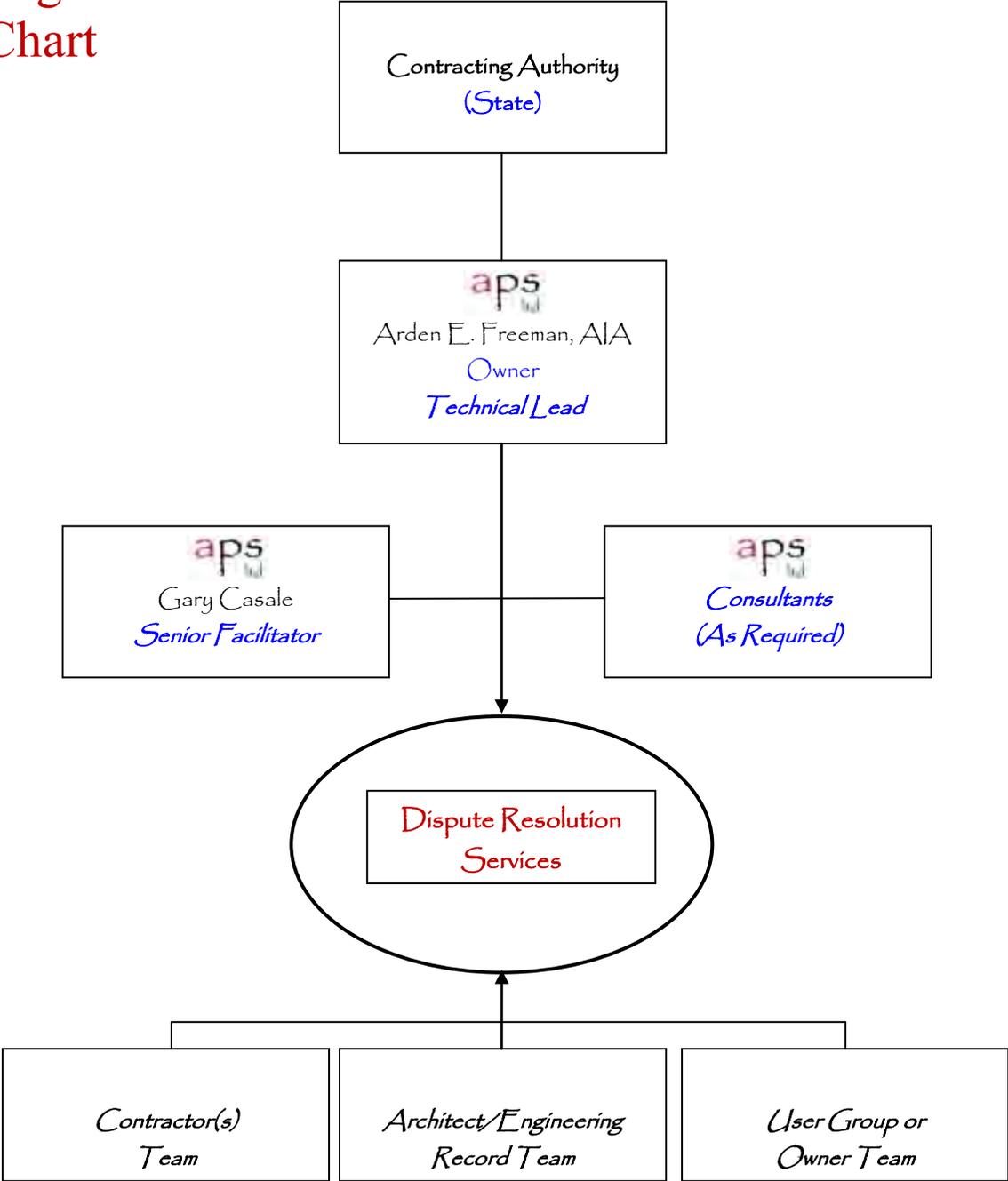
### C. PROPOSED TEAM

*(Complete this section for the lead firm or joint venture partners, and all key consultants.)*

(Check)			13. FIRM NAME	14. ADDRESS	15. ROLE IN THIS CONTRACT
Lead Firm	JV Partner	Consultant			
a.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 <b>Arden Planning Services, ltd</b>	<b>7408 Avendale Drive Powell, Ohio 43065</b>  <input type="checkbox"/> Check if branch office <u>Varies</u> Miles from project site	<b>LEAD Facilitation of:</b> Claims Analysis Scheduling Analysis Construction Cost Evaluation Refutation Meetings Entitlement Analysis & Recommendations
b.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Check if EDGE certified	<input type="checkbox"/> Check if branch office	
c.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Check if EDGE certified	<input type="checkbox"/> Check if branch office	
d.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Check if EDGE certified	<input type="checkbox"/> Check if branch office	

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

# Organization Chart



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

16. NAME <b>Arden E. Freeman, AIA</b>	17. ROLE IN THIS CONTRACT <b>Technical Lead</b>	18. YEARS EXPERIENCE	
		a. TOTAL <b>41</b>	b. WITH CURRENT FIRM <b>Less than 1 year</b>
19. FIRM NAME AND LOCATION (City and State) <b>Arden Planning Services, Ltd: Powell, Ohio 43065</b>			
20. EDUCATION (DEGREE AND SPECIALIZATION) <b>The Ohio State University – Bachelor of Architect - 1972</b>		21. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) <b>Registered Architect – Ohio – ARC. 7705892</b>	
22. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

TRAINING: **John Glen School of Public Affairs – (2004) Certified L.E.A.D. Leadership and Management Program**  
PRESENTATIONS & LECTURES: **(2003 SAO COLLEGE) – Closeout Procedures (Columbus, Cincinnati, Cleveland)**  
**(2004 SAO COLLEGE) – Bidding Procedures (Columbus, Cincinnati, Cleveland)**  
**(2004 SAO COLLEGE) – Utilizing the Ohio Building Officials (Columbus, Cincinnati, Cleveland)**  
**(2005 SAO COLLEGE) – Partnering Methods & Procedures (Columbus)**  
**(2005 SAO COLLEGE) – Higher Education – Certification Training (Columbus)**  
**(2006 SAO COLLEGE) – Closeout Procedures (Columbus)**  
**(2006 SAO COLLEGE) – Higher Education – Certification Training (Columbus)**  
**(2007 SAO COLLEGE) – Closeout Procedures (Columbus)**  
**(2007 SAO COLLEGE) – Higher Education – Certification Training (Columbus)**

23. RELEVANT PROJECTS *(Up to a maximum of 5 samples)*

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED		(3) EXAMPLE PROJECT KEY NUMBER <i>(If included in Section F)</i>
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
a. <b>The Ohio State University – Columbus, Ohio</b> <b>Rhodes Hall – Emergency Department Expansion - CDU</b> <b>(315-2006-916)</b>	<b>2009</b>	<b>2009</b>	<b>1</b>
(4) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm  The project is a \$3,500,000 critical care unit used for observations prior to admitting to a patient room. As Senior Project Manager, responsibilities included preconstruction and <i>partnering facilitation meetings</i> . During the construction period provided <i>facilitation for resolving Article 8 dispute</i> with technical investigations and analysis of contractor’s claim information. Provided <i>Final Administrative Determination of claims</i> .			
b. <b>Ohio Department of Rehabilitation and Correction</b> <b>Richland Correctional Institution – Mansfield, Ohio</b> <b>Site Remediation Work</b>	<b>2005</b>	<b>2005</b>	<b>2</b>
(4) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm  This site remediation project is the result of negotiating with the original prison Architect of Record that designed the facilities and grounds. As Deputy State Architect, Arden <i>negotiated a dispute resolution</i> to an on-going rainwater drainage problem that had existing for several years. The Owner agreed to pay for additional corrective construction work, the Architect received no compensation for work performed. Project Cost approximately \$780K			
c. <b>Ohio Department of Rehabilitation and Correction</b> <b>Pickaway Correctional Institution - Orient, Ohio</b> <b>(2) New Two-Story Dorms</b>	<b>2006</b>	<b>2006</b>	<b>3</b>
(4) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm  As Deputy State Architect, Arden <i>made the analysis of the claims</i> submitted by three contractors. The General Trades, Plumbing and HVAC contractors had claims resulting from damages incurred by each other causing delays to occur in the completion of the project. The claims ranged from just over \$100K to \$2,000K. Since much of the claim dealt with scheduling issues an independent scheduling consultant was retained to maintain a neutral position in the Final Administrative Determination. Much of the claim stemmed from the delays from not returning the sign contracts back to the General Trades Contractor within the statue 60 period. They did not receive their contract until 62 days after the Bid Opening. Arden provided the Administrative Final Disposition for the Article 8 dispute awarding an entitlement of \$35K to the Plumbing Contractor, \$20K to the HVAC Contractor, and \$120K to the General Trades Contractor.			

(1) TITLE AND LOCATION (City and State) Ohio Department of Youth Services Institutions River Valley Juvenile Correctional Facility – Massillon, Ohio Restroom and Renovation Project	(2) YEAR COMPLETED		(3) EXAMPLE PROJECT KEY NUMBER <i>(If included in Section F)</i>
	PROFESSIONAL SERVICES 2007	CONSTRUCTION (If applicable) 2007	7
(4) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input type="checkbox"/> Check if project performed with current firm
<p>d. As Deputy State Architect, Arden <i>made the analysis of the contractor's claim and the architect's response</i>. He <i>facilitated a review meeting</i> for comments and rebuttal statements. This claim had seven parts that totaled approximately \$48K. The preliminary entitlement findings negotiated during the review meeting was that only one part was found in favor of the General Trades Contractor contingent that the contractor provides invoices for material cost backup information to substantiate the claim amount within seven days of the meeting. The contractor was unable to substantiate cost with actual invoices. Arden's recommendation for Final Disposition is "No Award" to the General Trades Contractor since the contractor was unable to substantiate cost by the dead line.</p>			
(1) TITLE AND LOCATION (City and State) Ohio Department of Rehabilitation and Correction Pickaway Correctional Institution - Orient, Ohio Renovate Existing Dorm	(2) YEAR COMPLETED		(3) EXAMPLE PROJECT KEY NUMBER <i>(If included in Section F)</i>
	PROFESSIONAL SERVICES 2003	CONSTRUCTION (If applicable) 2003	8
(4) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE			<input type="checkbox"/> Check if project performed with current firm
<p>e. As Deputy State Architect, Arden <i>made the analysis of the contractor claims and the architect's response</i>. He <i>facilitated independent review meetings for each contractor's claim to listen to</i> comments and rebuttal statements. The claims are for delays caused by the General Trades Contractor ordering a "Stop Work Order" because of concerns of black mold within the demolition areas of the restrooms. All contractors halted all work activities. Within one day the area was tested by independent experts and given a clean bill to commence work. The contractors did not requiring the Contracting Authority to hire an abatement contractor to essentially do the demolition work within the restroom areas. Arden <i>negotiated all three delay claims</i> award much smaller amounts than the original claims.</p>			

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

16. NAME <p align="center">Gary Casale</p>	17. ROLE IN THIS CONTRACT <p align="center">Senior Project Manager - Facilitator</p>	18. YEARS EXPERIENCE	
		a. TOTAL <p align="center">30</p>	b. WITH CURRENT FIRM <p align="center">Less than 1 year</p>
19. FIRM NAME AND LOCATION (City and State) <p align="center">Arden Planning Services, Ltd                      Powell, Ohio 43065</p>			
20. EDUCATION (DEGREE AND SPECIALIZATION) <p align="center">Rochester Institute of Technology - BS Production Management - 1982 Rochester Institute of Technology - MBA Management - 1984</p>		21. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) <p align="center">NA</p>	
22. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) <p align="center">NA</p>			

**23. RELEVANT PROJECTS (Up to a maximum of 5 samples)**

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED		(3) EXAMPLE PROJECT KEY NUMBER (If included in Section F)
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
<p><b>Self Directed Work Team Development</b></p> <p>Asea Brown Boveria, Inc (ABBI) – Stamford, CT VP/General Manager</p>	1998	NA	
<p>(4) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <span style="float:right;"><input type="checkbox"/> Check if project performed with current firm</span></p> <p>a. Gary Casale was Vice President/General Manager for this project with involvement from the Human Resources organization and other management personnel. Gary led the project with direct involvement and participation of his direct reports. He was responsible to establish and implement new management standards. This project was created to transform the organization from the classic hierarchical organizational structure to a new structure, based on a Self Directed Work Team configuration. In this new formation the organization eliminated the need for managers/supervisors and created a new leadership role, with leadership personnel selected by the employees. Employees in the new Self Directed Work Team environment hired and fired, developed and delivered performance reviews, created individual and department goals and objectives for the entire organization. Gary's ability to <i>facilitate solutions of conflicts</i> between previous management systems and new management teams was the key element to successful implementation. This project involved a significant amount of interaction, <i>coaching and communication</i> by Gary at all levels within the organization to make this project a success.</p>			
<p><b>Supplier Performance Review Program</b></p> <p>Huntington National Bank – Columbus Ohio</p>	2000	NA	
<p>b. (4) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <span style="float:right;"><input type="checkbox"/> Check if project performed with current firm</span></p> <p>Gary Casale was the Chief Procurement Officer responsible for developing, implementing, and directing a Supplier Review Program that established performance and service contract expectations of vendors. This program was designed to establish the standards <i>for analysis of contracts</i> to measure, document, collaborate on all aspects of supplier performance across all spend categories within the company, including but not limited to administrative services, information technology, real estate, an facilities services. He personally <i>facilitated and managed</i> the performance review meetings with key suppliers, vendors and the company's source staff for conformance. To assure quality control and completion of contracts, Gary <i>facilitated and directed the action steps to comply</i> with contracted expectations. This successful implementation of this value added methodology ensured the organization of continuous improvement and adherence to service level agreements with all suppliers in the process.</p>			
<p><b>Real Estate &amp; Facilities Contract Negotiations</b></p> <p>Huntington National Bank – Columbus Ohio</p>	2005	NA	
<p>c. (4) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <span style="float:right;"><input type="checkbox"/> Check if project performed with current firm</span></p> <p>As the Sr. Vice President of the Real Estate &amp; Facilities organization of a large enterprise, Gary was engaged in contract development and had management oversight on the design, bid, and build sourcing processes related to the building and construction projects within the facilities portfolio. Representing the owner and the organizational team, as the Chief Procurement Officer, he approved the large contacts to <i>insure compliance and business competitiveness</i>. Whether the contracts involved technology, administrative services or real estate and building services, Gary and his organization was considered the <i>"conscience of the non-labor spend"</i> of the company.</p>			

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the Contracting Authority, or a maximum of 10 projects, if not specified. Complete one Section F for each project.)</i>		24. EXAMPLE PROJECT KEY NUMBER (1 – 10)  <b>1</b>
25. TITLE AND LOCATION <i>(City and State)</i> <b>Rhodes Hall – Emergency Department Expansion (Project No.315-2006-916) (CDU Critical Care Unit) Columbus, Ohio</b>	26. YEAR COMPLETED PROFESSIONAL SERVICES <b>2009</b>	
CONSTRUCTION (if applicable) <b>2009</b>		

27. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER <b>The Ohio State University</b>	b. POINT OF CONTACT NAME <b>Jeff Dillinger, Med. Construction Manager</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>614.293.4342</b>

**28. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)**

This \$2,500,000.00 project multi-prime construction project renovated and expanded the existing hospital's Emergency Department into adjacent ground floor areas. The design added 18 new exam rooms, a stress testing bay, a dedicated nurse station and ancillary support spaces. The total area renovated in the immediate construction zone included approximately 12,000 GSF. Other remote areas for communications, HVAC and miscellaneous engineering system connections to the main hospital were required. As part of the contractors, work they were required to do demolition to the existing areas. There were four prime contractors involved in the construction of this renovation project.

**Facilitation of Partnering Meetings**

Arden Freeman was Senior Project Manager, for The Ohio State University, Contracting Authority for this project. He performed the facilitation for the **Partnering Services for the pre-design**, Chartering meetings to define the executive decision team, the design team and the project scope, PoR, and Project Budget constraints. Once the Architectural team was selected and under contract he facilitated the **Partnering Services for the design team**. Participant roles and responsibilities were reviewed to reinforce the line of communication and approval authority for the design concepts. A design and construction schedule was developed and approved for development. Once contracts were awarded to trade contractors **Partnering Services** included all parties along with the Trades Contractors

**Article 8 Claim by the General Contractor**

The GC claimed that their Work was delayed since they had to skim the entire floor and wait for the surface to dry to prevent moisture from compromising the existing and new concrete flooring surfaces. The claim also included labor, material, bond, profit, and overhead cost for the skim coating material work. The total amount was around \$150,000.00.

Analysis during the investigating of the Article 8 submittal information showed that the GC also used the opportunity to skim coat the floor with a leveler compound to provide a smooth and level surface for the rubber floor while claiming to do a sealer application. The cost of the leveling materials was included as part of the claim. Since the GC's contract included the floor surface to be leveled, the labor to install the leveling material should not be compensated claim with the water proofing seal work. The proposed sealant material was not required over the entire floor, only the concrete patched areas.

**The Final Administrative Disposition of the Claim**

The GC was awarded \$18,000.00 for the water proofing sealant material cost since the Owner received some value for Work Performed.

**EXAMPLES OF: Facilitation of Partnering Services at Pre-Design, Design, and Pre-Construction  
Mediation of Project Disputes within an ARTICLE 8 Claim**

29. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME  <b>Arden Planning Services, ltd</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Powell, Ohio</b>	(3) ROLE <b>Individual Experience – Arden Freeman – FOD/FDC Senior Project Manager</b>
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the Contracting Authority, or a maximum of 10 projects, if not specified. Complete one Section F for each project.)</i>		24. EXAMPLE PROJECT KEY NUMBER (1 – 10)  <b>2</b>
25. TITLE AND LOCATION <i>(City and State)</i> <b>Richland Correctional Institution – Site Remediation</b> <b>Mansfield, Ohio</b>		26. YEAR COMPLETED PROFESSIONAL SERVICES: <b>2005</b> CONSTRUCTION (if applicable): <b>2005</b>

27. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER <b>Department of Rehabilitation &amp; Correction</b>	b. POINT OF CONTACT NAME <b>Stuart Hudson</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>614.752.1700</b>

28. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*  
 This project is the result of an **error and omission** by ODRC against Architect of Record of the original construction the prison facility.

**Facts of the Dispute**

The construction of the new campus required major excavation to create enough flat sites to construct multiple prison structures. The civil engineer for the architect used drainage swales, catch basins, yard area drains, and detention ponds to control rain water run-off. The design implemented earth swales to drain into the catch basins and yard area drains that were piped to the detention pod prior to draining off ODRC's property. The concept is good but the details of the design were never coordinated causing the rain water to drain into the buildings instead of the catch basins and area drains. Instead of designed the rain water drained into the buildings not the catch basin and yard area drains. Several years went by disputing the design error until the asphaltic walkways between the buildings were being compromised by the incorrect drainage of rain water.

**Error and Omission Claim By ODRC**

In behalf of the Department the State Architect's Office Arden facilitated a negotiated settlement with the Architect of Record and the Department of Rehabilitation and Correction. The parties agreed to resolve the drainage issues as part of a separate project to restore the asphaltic walkways, add new yard area drains and swales to mitigate rain water runoff and direct the rain water through the storm water sewer pipes to the detention pond.

**The Final Administrative Disposition of the Claim**

The Architect of Record would receive no compensation for services performed during this project except for survey work, printing and permit reimbursable expenses. The Owner, ODRC, would pay for construction cost to for the new walkways, corrective swales grading, additional yard drains, and the extension of storm water sewage piping to control rainwater.

**EXAMPLES OF: Neutral Facilitation of Architect and Owner Dispute**

29. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME 	(2) FIRM LOCATION <i>(City and State)</i> <b>Powell, Ohio</b>	(3) ROLE <b>Individual Experience – Arden Freeman – Deputy State Architect</b>
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the Contracting Authority, or a maximum of 10 projects, if not specified. Complete one Section F for each project.)</i>		24. EXAMPLE PROJECT KEY NUMBER (1 – 10)  <b>3</b>
25. TITLE AND LOCATION <i>(City and State)</i> <b>Pickaway Correctional Institution – (2) New Two Story Dormitories</b> <b>Orient, Ohio</b>	26. YEAR COMPLETED PROFESSIONAL SERVICES <b>2006</b> CONSTRUCTION (if applicable) <b>2006</b>	

27. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER <b>Ohio Department of Correction and Rehabilitation</b>	b. POINT OF CONTACT NAME <b>Stuart Hudson</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>614.752.1700</b>

28. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This project constructed two- two story prison dormitories, approximately 48,000 GSF for the in the existing prison campus. This was a multi-prime contractor project with a Project Cost of Approximately \$10,000,000.00. These building were block bearing wall structures with precast concrete floors.

**Facts of the Dispute**

Bids were within budget, contracts were recommended but two of the contractors were slow to return their signed contracts requiring the Contracting Authority, State Architect's Office to exceed the 60 day ward of contract period by two additional days. The State Architect's Project Manager proceeded with the contracts to the contractors since all four contractors issued letters stating that they were not damaged by the delay of the extra two days. (The letters do not supersede the contractor's statue rights to claim a delay). The construction proceeded in May of that year. The work was sequenced to allow the building trades to alternate from one building to the other to avoid logistic construction issues with cranes and constrains of the site. During the following summer months there were excessive rains, so the Project Manager authorized engineered backfill to help maintain the approved project construction schedule. Late that summer the Project Manager for the State requested a revised up-dated schedule be prepared since the contractors were still falling behind the approved schedule. By mid-October the brick work required to set the precast concrete for the second floor slab was only 40 % complete so the delivery of precast was two months behind schedule. The project suffered through winter weather construction and delays since the building did not get enclosed until early summer.

**Article 8 Claim by the General, Plumbing, and HVAC Contractors**

The GC claimed that their Work was delayed since the other prime contractors did not maintain their schedule. They further claimed that the State failed to sign their contract and commence the work in the Statue 60 day period and caused them to have to execute critical work during the rainy summer months, again delaying their ability to coordinate other Prime Contractors and complete work on schedule. The requested approximately \$2,300,000.00 for both the delays. The Plumbing Contractor, PC, claimed that the State did not do enough to make the GC stay on schedule. PC claimed delay cost of approximately \$ 350,000.00 The HVAC Contractor, HC, could not start their work on schedule since the building was enclosed seven month behind schedule. The HC claimed approximately \$ 110,000.00.

**The Final Administrative Disposition of the Claim**

The State negotiated a settlement of \$20,000.00 in favor of the HVAC Contractor. The State negotiated a settlement of \$35,000.00 with the Plumbing Contractor. Since the GC worked out of sequence, shut the other trades complete down at times to set all the pre-cast concrete at once, (rather than just do one building at a time to all the other trades to work on one of the two buildings), and since the GC did not issue a purchase order for pre-cast concrete until mid-December, two months after said work activity was to be completed, the findings were that the GC was part of the schedule delays. The findings also were that the Project Manager took steps to mitigate wet soil conditions with engineered backfill, and later paid acceleration cost to expedite the Electrical Work attempting to manage delays in the schedule but the GC did little to accommodate the other contractors. \$120,000.00 was awarded to the GC, since the contract was not awarded within the 60 day period that contractors must hold their bid.

**EXAMPLES OF:** Neutral Facilitation of several Article 8 claims

29. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME 	(2) FIRM LOCATION <i>(City and State)</i> <b>Powell, Ohio</b>	(3) ROLE <b>Individual Experience – Arden Freeman – Deputy State Architect</b>
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the Contracting Authority, or a maximum of 10 projects, if not specified. Complete one Section F for each project.)</i>		24. EXAMPLE PROJECT KEY NUMBER (1 – 10)  <b>4</b>
25. TITLE AND LOCATION <i>(City and State)</i> <b>Pickaway Correctional Institution – New Warehouse</b> <b>Orient, Ohio</b>		26. YEAR COMPLETED PROFESSIONAL SERVICES <b>2005</b> CONSTRUCTION (if applicable) <b>2005</b>

27. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER <b>Ohio Department of Rehabilitation &amp; Correction</b>	b. POINT OF CONTACT NAME <b>Stuart Hudson</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>614.752.1700</b>

28. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*  
 This project was to construct and new warehouse on the prison campus. At the time of the dispute the construction work had been completed for approximately two years but roof leaks continued. The leaks were at in the standing seam, metal roof and contractor repair attempts did not resolve the leak issues.

**Facts of the Dispute**

The Contractor was not paid the full contract amount because the roof continued to leak. The roof construction is a standing seam metal system with pre manufactured installed batt insulation with vapor barrier. The warehouse ceiling open to the vapor barrier of the batt insulation. Occasionally as the panels of standing seam metal roofing are installed over supporting steel the exposed batt insulation would catch on other panels ripping openings in the vapor barrier of the insulation. These rips in the vapor barrier were repaired according to the manufacturer's instructions with a plastic tape to avoid condensation on the metal panels by the contractor.

**Owner's Claim of Defective Construction by the General Trades Contractor and Error and Omission By the Architect**

The Owner would not pay the final contract amount to the contractor for the material or labor for this work since the roof leaked. The Owner further claimed that the architect did not properly detail the roofing connections according to the manufacturer's recommendations. Since final acceptance of the work had not been made by the any party the Bonding Company also still was at risk.

**The Final Administrative Disposition of the Claim**

The Owner, Architect, Contractor, and a Manufacturer's Representative were brought together to review the facts and discuss the apparent issues and those steps already take by the contractor to mitigate the issues. We concluded that all design and construction parties may have some fault and would share in the cost to remedy the problem. Rain water and snow melt did not caused the leaks. The leaks were caused by condensation. The actual locations of vapor barrier failure could not be determined since the roof is sloped, and condensation could form in one area and run down to another. A negotiated settlement between the manufacturer, contractor and architect was found. At the peak of the roof a better air ventilation means would be made to mediate the amount of condensate that could form between the batt insulation and the metal deck materials. We also determined that locations where structural attached to the metal decking would be the greatest probability for vapor barrier rips. To avoid condensation at those points the structural members were enclosed. Upon completion all parts were paid the total amount of their contracts.

**EXAMPLES OF:** Neutral Facilitation of Architect, Manufacturer, Contractor and Owner Dispute

29. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME 	(2) FIRM LOCATION <i>(City and State)</i> <b>Powell, Ohio</b>	(3) ROLE <b>Individual Experience – Arden Freeman – Deputy State Architect)</b>
b. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the Contracting Authority, or a maximum of 10 projects, if not specified. Complete one Section F for each project.)</i>	24. EXAMPLE PROJECT KEY NUMBER (1 – 10)  <b>5</b>
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25. TITLE AND LOCATION <i>(City and State)</i> <b>Toledo Correctional Institution – Freezer Floor - Insulation Claims</b> <b>Toledo, Ohio</b>	26. YEAR COMPLETED	
	PROFESSIONAL SERVICES <b>2005</b>	CONSTRUCTION (if applicable) <b>2005</b>

27. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER <b>Ohio Department of Rehabilitation and Correction</b>	b. POINT OF CONTACT NAME <b>Stuart Hudson</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>614.752.1700</b>

28. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

When the original Prison Campus was constructed a Warehouse outside the main prison fence was construction to house and receive bulk general stores, food and frozen goods delivered by semi-trucks. The refrigeration compartment consists of a freezer component with an outer cooler area. The freezer entrance was within the cooler to minimize loss of temperature when entering the freezer. The freezer and cooler areas have doors large enough to accommodate movement of bulk materials by hand operated fork-lift equipment. The total size of the warehouse is approximately 15,000 GSF. Several years after the project was completed the facility experienced difficulties with the cooler floor heaving causing the freezer doors to drag when opened into the cooler. In 2004 the floor deteriorated so much that the concrete floor surface ground almost into gravel finds

**Facts of the Dispute**

The Architect's original design illustrated 2 inch thick perimeter insulation around the freezer 30 inches below the floor slab elevation and 1 inch thick insulation under the threshold between the cooler and freezer rooms. The contractor installed the perimeter insulation but not the insulation under the threshold. Upon further analysis of the manufacturer's recommendations the freezer should have had insulation below the freezer and cooler concrete floors as well with 2 inches of insulation at a break in the concrete floor slab instead of the 1 inch break designed. The freezer floor caused the ground under the cooler slab to freeze. The frozen ground under the cooler concrete floor slab then heaved causing cracks in the concrete and excessive uneven ware at traffic flow through the cooler to the freezer.

**Owner's Claim Against the Architect and Contractor**

The Department of Rehabilitation and Correction claim that the area was not properly designed nor constructed according to the contract was verified by physical test in the field and meetings with the freezer manufacturer representative.

**The Final Administrative Disposition of the Claim**

To remediate the floors of the freezer and cooler areas required revised design details, construction, and temporary relocation of food. A negotiated settlement among the parties resulted in the Toledo Correctional Institution providing freezer and cooler trailers to store the food supply during the remediation period of the existing freezer and cooler floors. The Architect provided new design details at their cost and shared 2/3 of the construction cost of the Contractors removal and replacement of the freezer and cooler floors. The General Trades Contractor was responsible for 1/3 of the construction cost. No overhead or profit was allowed to be charged as construction cost.

**EXAMPLES OF:** Neutral Facilitation of Architect, Contractor, and Owner Faulty Design and Construction Dispute

29. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME 	(2) FIRM LOCATION <i>(City and State)</i> <b>Powell, Ohio</b>	(3) ROLE <b>Individual Experience – Arden Freeman – Deputy State Architect</b>
b. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the Contracting Authority, or a maximum of 10 projects, if not specified. Complete one Section F for each project.)</i>		24. EXAMPLE PROJECT KEY NUMBER (1 – 10)  <b>6</b>		
25. TITLE AND LOCATION <i>(City and State)</i> <b>Chillicothe Correctional Institution – Renovation of Administrative Areas</b> <b>Chillicothe, Ohio</b>		26. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES <b>2003</b></td> <td>CONSTRUCTION (if applicable) <b>2003</b></td> </tr> </table>	PROFESSIONAL SERVICES <b>2003</b>	CONSTRUCTION (if applicable) <b>2003</b>
PROFESSIONAL SERVICES <b>2003</b>	CONSTRUCTION (if applicable) <b>2003</b>			
27. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER <b>Ohio Department of Rehabilitation and Correction</b>	b. POINT OF CONTACT NAME <b>Stuart Hudson</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>614.752.1700</b>		
28. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>				

At each phase of the design process the Architect reported estimates that exceed the budget requiring value engineering and project scope reductions. In order to bring the project within the budget constraints, the Owner agreed to utilize their own prisoner work force to complete some demolition and minor construction work.

**Facts of the Dispute**

Early in the construction period the contractors had difficulty to maintain the construction schedule since the design sequences of each phase were not complete or coordinated. The mechanical portions of the work were not coordinated with the architectural sequence and phasing of construction causing construction difficulties and an extensive amount of change orders and delays. Other delays occurred because mechanical equipment was purchase to arrive in a different phase of construction.

**The Architect Claims Damages for Additional Services**

The Architect claimed damages for the extra time in the field for the construction period for work performed slowly by the Owners in ability to maintain the schedule and requested Additional Services to continue the Construction Administration Services for the final phase of the Work. This claim also cited damages for processing the excessive amount of change orders.

**The Final Administrative Disposition of the Claim**

The analysis of the claim quickly identified that payments for all of the prime contractors for acceleration of work of out of sequence were because Architectural coordination design issues It also illustrated the Owner's work force completed their work on time and in one case ahead of schedule. The claim was found for the Owner and no Additional Services were awarded to the Architect.

**EXAMPLES OF:** Neutral Facilitation of Architect and Owner Dispute

29. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
		Powell, Ohio	Individual Experience – <b>Arden Freeman – Deputy State Architect (</b>
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the Contracting Authority, or a maximum of 10 projects, if not specified. Complete one Section F for each project.)</i>	24. EXAMPLE PROJECT KEY NUMBER (1 – 10)  <b>7</b>
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25. TITLE AND LOCATION <i>(City and State)</i> <b>Indian River Valley Juvenile Correctional Facility – Restroom and Renovation Project</b> <b>Massillon, Ohio</b>	26. YEAR COMPLETED	
	PROFESSIONAL SERVICES <b>2006</b>	CONSTRUCTION (if applicable) <b>2006</b>

27. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER <b>Ohio Department of Youth Services Institutions</b>	b. POINT OF CONTACT NAME <b>Mike Mendenhall</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>614.752.9391</b>

28. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The construction project was designed and bid as an addition to restrooms and through scope changes during the construction period increase to correct stair exit towers and rework several dormitory room. The Work was performed in multiple construction phases since the original building had four prisoner pods. This allowed the prisoner occupancy to rotate from one wing to another. During the construction the owner of the small general trades' construction company died, but his son stepped in to complete the work. The lost of records and continuity was great. The progress of the Work was further delay with a different prime contractor going out of business requiring the bonding company to complete their Work. The original \$ 150,000.00 project that started with Local Administration by ODYS ballooned into a multi-million dollar project and was turned over to DAS since ODYS did not have the authority to complete projects that exceeded \$1.5 million dollars.

**Facts of the Dispute**

The original Architect of Record was only retained by ODYS to prepare contract documents to do a \$150,000.00 project with limited scope to provide design and bid services but not to do construction administration and field work. Scope changes were done based on remediations and discovers by the contractor during the construction period. Since the project was out of control DAS immediately negotiated a contract for construction administration services with the original Architect. The complexity of the phasing and construction, plus trying to manage contractors, and bonding company contractors was beyond this architects skill level. The architect allowed much of the construction to be performed based on the recommendations from the contractor rather than limiting the Work to the contract documents and approved change orders. Once the construction project commenced the contractor and building officials found egress and structural deficiencies requiring more work. In some cases the contractor did work and then announced that the work was required after he completed the work. In other cases materials such as caulking was incorrectly specified by the architect and did not meet standard requirements for a prison.

**Article 8 Claim by the General Trades Contractor**

The General Trades Contractor issued a six part Article 8 Claim for compensation of work not part of the scope of the documents. Claim Part 1 was for full payment of change order without combining it with a credit for defective work (Increase Change Order by \$5,751). Claim Part 2 is for adding quartz flake in epoxy flooring (\$24,228). Claim Part 3 is for extra material cost in changing the caulking material from standard to "pick-Proof" caulking (\$4,533.43). Claim Part 4 is for damage to rubber flooring by paint spills (\$4,950) Claim Part 5 is for additional Labor cost to remove and replace bunk beds in prisoner room (\$4,313) Claim Part 6 is for the extra cost to do epoxy floors in multiple colors (\$3,609) Total of all claim parts is \$47,384.43.

**The Final Administrative Disposition of the Claim**

Claim Part 1 was found in favor of the Contractor; however a change order for a credit of work for \$5,751 will be issued as well. The Claim Part 2 was for additional cost to add quartz to flooring was found in favor of the Owner since there was a letter from the manufacturer that there is no additional cost for the quartz. Claim Part 3 was found in favor of the contractor if within seven days the contractor could furnish back-up of the cost differences. The Contractor was unable to furnish backup information. Claim Part 4 for paint damage to flooring was found for the Owner since both subcontractors are part of the general contractor's work force. Claim Part 5 for additional labor to install bunk beds was found for the contractor contingent to providing backup information within seven days. The Contractor was unable to furnish backup information. No Award was made. Claim Part 6 for multiple colors was found for the Owner since multiple colors was included in technical specifications and the contractor did not mention an additional cost until after the flooring was installed.

**EXAMPLES OF: Neutral Facilitation of an Article 8 Claim**

29. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME  <b>Arden Planning Services, Ltd</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>Powell, Ohio</b>	(3) ROLE <b>Individual Experience – Arden Freeman – Deputy State Architect</b>
b. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the Contracting Authority, or a maximum of 10 projects, if not specified. Complete one Section F for each project.)</i>	24. EXAMPLE PROJECT KEY NUMBER (1 – 10)  <b>8</b>
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25. TITLE AND LOCATION (City and State) <b>Pickaway Correctional Institution – Orient, Ohio</b> <b>Renovate Existing Dormitory</b>	26. YEAR COMPLETED	
	PROFESSIONAL SERVICES <b>2003</b>	CONSTRUCTION (if applicable) <b>2003</b>

27. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER <b>Ohio Department of Rehabilitation and Correction</b>	b. POINT OF CONTACT NAME <b>Stuart Hudson</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>614.752.1700</b>

28. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This \$3,000,000 dollar project renovated an existing dormitory for men and the associated restroom areas. During the construction period the superintendent for the General Contractor, CG, became ill during the initial demolition of the toilet room. The GC notified the Contracting Authority that they were suspect of black mold in the existing restrooms causing the superintendent to become sick. Trying to protect their employees, The General Trades Contractor gave a Stop Work Order.

**Facts of the Dispute**

All other Prime Contractors immediately stopped work and awaited instruction from the Project Manager, PM, of the Contracting Authority when the GC ordered a Stop Work. The PM had the area tested for black mold and any other hazardous substances the following day. In three days the test came back negative and the PM directed the Associate Architect to order all prime contractors to resume Work immediately. The General Trades Contractor refused and requested a second party to perform a second test. The second testing agency performed an independent test in the area. When the results of the second test were not back within a week the PM ordered the Associate Architect to retain a hazardous abatement company to demolish and abate the area. The demolition and abatement Work completed approximately two and one half months from the original Stop Work Order by the GC. During that time the Superintendent became so ill that he finally checked into a hospital and learned that he had developed lung cancer from his chain smoking habit. All prime contractors returned to Work and completed the project approximate 45 days behind the original schedule.

**Article 8 Claims by the General, Plumbing, HVAC, Fire Protection, and Electrical Contractors**

All contractors made substantial delay claims ranging from \$100,000.00 to \$350,000.00 dollars for the three month period.

**The Final Administrative Disposition of the Claim**

Negotiations with each contractor were done separately. Compromised settlements for the Plumbing, HVAC and Electrical contractors ranged between \$20,000.00 and \$35,000.00. The awards were made in favor of the contractor in a much smaller than requested amount because the hazardous demolition and abatement work performed by the abatement contractor include demolition work that each of these trades had in their contracts. The Owner and DAS felt that each contractor acted on the side of safety first and made every effort to make up time to the original schedule of events.

The General Contractor suffered the loss of their superintendent and managed the project well after returning to the job site. The General Trades Contractor was awarded \$50,000.00. DAS and the Owner felt that if the Project Manager for the Contracting Authority would have tested these areas initially for hazardous materials this would never have occurred.

**EXAMPLES OF:** Facilitation of multiple Article 8 disputes

29. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME  <b>Arden Planning Services, ltd</b>	(2) FIRM LOCATION (City and State) <b>Powell, Ohio</b>	(3) ROLE <b>Individual Experience – Arden Freeman – Deputy State Architect</b>
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the Contracting Authority, or a maximum of 10 projects, if not specified. Complete one Section F for each project.)</i>		24. EXAMPLE PROJECT KEY NUMBER (1 – 10)  <b>9</b>		
25. TITLE AND LOCATION <i>(City and State)</i> <b>Southern Ohio Correction Institution – Waste Water Treatment Project</b> <b>Lucasville, Ohio</b>		26. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES <b>2006</b></td> <td>CONSTRUCTION (if applicable) <b>2006</b></td> </tr> </table>	PROFESSIONAL SERVICES <b>2006</b>	CONSTRUCTION (if applicable) <b>2006</b>
PROFESSIONAL SERVICES <b>2006</b>	CONSTRUCTION (if applicable) <b>2006</b>			
27. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER <b>Ohio Department of Rehabilitation and Correction</b>	b. POINT OF CONTACT NAME <b>Stuart Hudson</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>614.752.1700</b>		
28. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>				

This project constructed two new in-ground concrete clarifying tanks to replace existing smaller concrete tanks near the mechanical, electric, and pumping out building. (This mechanical building is approximately the size of a typical two car garage). The total cost of the project was approximately \$8,500,000.00. As part of the project the contractor the soils report recommended installing shoring to hold the earth back during the excavation for the new to keep from under mining the foundations of the nearby small mechanical building. The contract permitted the use of reusable shoring.

**Facts of the Dispute**

The contractor commenced placement of shoring without approval of shoring design as required by the contract. During initial activity of driving shoring into the ground by the mechanical building the crane fell over. The cab of the crane missed the mechanical building by only ½ inch, but did land on the building foundation area causing the building to slightly shift of its foundation. The boom of the crane hit one corner of the building and damaged part of the roof overhang. Damage to the electrical panels was extensive since the building shift at an angle and the conduits were fixed to the concrete floor twisting the panel frames, requiring total electrical panel replacement. More importantly, no one was seriously injured, but the crane was totaled requiring another crane to be brought in to complete the work. The Contractor's insurance paid for all the damages and the contractor continued with the project completing it within the project schedule. Once the clarifiers were installed and the existing clarifiers removed the contractor attempted to remove the shoring with second, larger crane. This new crane was powerful enough to pull the shoring out all at once. During the first sections of shoring pulled the vibrations cause a small earth quake like effect to the small mechanical building causing new building damage. The contractor again paid for the cost of the repairs, but concluded that they could not pull the remaining shoring for fear of the vibration effects at the small mechanical building. Instead of removing the shoring, the contractor cut off the shoring below the ground line, covered it and left it in place.

**Article 8 Claim by the General Trades Contractor**

The claim by the contractor alleged that the drawings stated that temporary shoring could be used and that it was impossible to remove the shoring without causing damages to the small mechanical building. The contractor wanted reimbursed for the cost of the material, labor, and equipment to expose the shoring, cut and remove the upper parts of the shoring and replace the earth over the shoring left in place. The Contractor also wanted payment for the cost of shoring left in place since that was re-useable shoring materials. Total cost of claim was \$800,000.00.

**The Final Administrative Disposition of the Claim**

The contract required the Contractor to submit shop drawings and calculations for the proposed shoring. The contractor did not. The Contractor did not place the shoring as illustrated on the drawings taking short cuts to minimize the use of shoring. Placement of the shoring was, too close to the small mechanical building. The use of the temporary or permanent shoring was an option in the contract, not a requirement for the use of the more expensive temporary shoring. The means and methods for placing and removing shoring is the Contractor's responsibility. The use of the over-sized crane to withdraw the shoring was the Contractor's decision. The removal of the shoring with a smaller crane would not have caused the vibration problems that the larger crane caused. The findings were for the Owner. The Contractor's claim was denied.

**EXAMPLES OF:** Facilitation of an Article 8 dispute

29. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a.	(1) FIRM NAME 	(2) FIRM LOCATION <i>(City and State)</i> <b>Powell, Ohio</b>
		(3) ROLE <b>Individual Experience – Arden Freeman – Deputy State Architect</b>
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>
		(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>
		(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the Contracting Authority, or a maximum of 10 projects, if not specified. Complete one Section F for each project.)</i>		24. EXAMPLE PROJECT KEY NUMBER (1 – 10)  <b>10</b>		
25. TITLE AND LOCATION <i>(City and State)</i> <b>Belmont Correctional Institution – Remediation for Dormitory, Infirmary and Administration Buildings – St. Clairsville, Ohio</b>		26. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES <b>2006</b></td> <td>CONSTRUCTION (if applicable) <b>1993</b></td> </tr> </table>	PROFESSIONAL SERVICES <b>2006</b>	CONSTRUCTION (if applicable) <b>1993</b>
PROFESSIONAL SERVICES <b>2006</b>	CONSTRUCTION (if applicable) <b>1993</b>			
27. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER <b>Ohio Department of Rehabilitation and Correction</b>	b. POINT OF CONTACT NAME <b>Stuart Hudson</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>614.752.1700</b>		

28. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

In 1993 a new prison campus was constructed in Belmont County by leveling the top of a large hill and using the cut materials in the valley to create a relatively flat area for the prison. The architect that was selected demonstrated knowledge of working in this part of the state where pyrite and other coal shale by-products contaminate the soils. As part of the selection process the State allowed the Architect to obtain a Soils Engineer that specialized in this type of knowledge. During construction the contractor brought to the Architect's attention that shale appeared in the soil and requested additional soil test to verify whether there was pyrite in the soil. (Pyrite causes the soil to swell and could heave up bearing points.) The Work was completed in 1993.

**Facts of the Dispute**

In 1996 reports came from the prison facilities that indicated that there was foundation movement. By 2001, the facility operations had tried many repairs to the infirmary floor with success in eliminating the source of the problem. The floor of the infirmary had heaved so badly that one could not walk upon the floor without holding on the railings along the walls. In the Administration Building at the business offices, guard lounge, and social workers office doors could not be closed since the frames warped and became trapezoidal. In 2002 the Architect of Record and the General Trades Contractor approved a Memorandum of Understanding, MOU, with DAS to design and construct remediation for the three buildings at risk on this campus. The Architect would be able to apply their fees against the cost to remediate the damaged buildings and the Contractor would construct the facilities at cost with no profit or office overhead cost. A new infirmary building was constructed in another building site. The Administration Building required several new interior block walls, new doors and frames with associated interior finishes. The interior of dormitory building was completely gutted; the floor slab and interior walls were removed, re-engineered and replaced new. The cost for the remediation damages were computed by the cost of construction and cost of relocation staff and prisoners during the construction period. Total value of \$12.5 million dollars.

**The Claim by the Architect – Payment of Design Services For Remediation**

The Contractor completed their work as agreed by the MOU. The Architect made claimed they should be paid for the remediation rather than count that against the cost of the remediation cost as required by the MOU. The Architect of Record, their consultants, and insurance companies, ODRC, DAS, and the Attorney General's Office agreed to mediation with neutral mediator. Mediation brought no agreement between the parties. The Architect sued the State in Franklin County and the Attorney General's Office counter-sued the Architect in Belmont County.

**Final Determination**

The Architect settled out of court in 2007 for approximately a \$3.5 million dollars.

- EXAMPLES OF:** Facilitation of neutral mediation with the General Trades Contractor  
 Claim analysis, construction cost analysis, construction schedule analysis, and participation in mediation for the Architect's dispute and claims.  
**Trial Attorney** was a consultant to the Attorney General's Office  
**Mediation Expert** was a consultant paid by both the Architect and ODRC  
**The Expert Soil Witness** consultants to DAS

29. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
 <b>Arden Planning Services, ltd</b>	<b>Powell, Ohio</b>	<b>Individual Experience – Arden Freeman – Deputy State Architect</b>
b. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

**F. RELEVANT PROJECT EXPERIENCE MATRIX**

		Major Scope of Work requirements as identified in the project advertisement.									
		Scope:	Scope:	Scope:	Scope:	Scope:	Scope:	Scope:	Scope:	Scope:	Scope:
Example Project Name (Place "X" under Project Scope)											
1	<b>NOT REQUIRED BY REQUEST FOR QUALIFICATIONS</b>										
2											
3											
4											
5											
6											
7											
8											
9											
10											



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## H. ADDITIONAL INFORMATION

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34a. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE CONTRACTING AUTHORITY. ATTACH ADDITIONAL SHEETS AS NEEDED.

### *Our Team Background*

Arden Planning Services, Ltd, (APS), was established in April of 2011 to provide comprehensive professional physical facility planning and project development. APS is a sole proprietor, limited liability Company that utilizes personnel with diverse expertise not only in the construction industry but in professional business management and human resources. The firm is currently focusing on two distinct services, physical medical planning and management consulting services. This qualification response is for management consulting services only. APS is located relatively close to the center of the state and can reach almost any locality within a couple hours of driving time.

### *Firm's Foundation Principals*

APS is a new firm built using four cornerstones as the foundation principals. These cornerstones are leadership, construction industry experience, facilitation of communication, and meaningful business decisions. The best business plans always define very specific goals so that one knows when they have achieved an accepted result. The four corner stone principals are:

**Leadership:** The ability to analyze business missions and to formulate goals and objectives that have defined action steps that culminate in accomplishing the mission with personal acceptance of responsibility for end results. Leadership is being able to providing timely decisions, understanding impacts and adjustments might further require additional decisions. Lack of initial success only brings forth more activity directed toward effort in accomplishing the mission utilizing and refocusing the resources available.

**Construction Industry Experience:** Experience in the construction industry is more than the art of creative design and the ability to construct physical facilities. It requires a business sense that focuses on management of multiple events along with the skill to forecast labor, material, and equipment within the ever increasing restrictions of sustainability, community controls, and governing policies. Architects are more than designers, contractors are more than builders, and Owners are more than just user groups. Construction experience is an understanding of each group's value, responsibilities, action before and during crisis management, and risk management of time and money to achieve a project's mission and goals.

**Facilitation of Communication:** Professionals know that good communication is one of the primary keys to successful management. Talking about it and getting it to happen in a meaningful way is often beyond many manager's capability. Understanding personalities, teams and their probability to interact is the portion of the meeting that requires the most experience from a good facilitator. Putting good communication action steps in the process requires common sense, simple and useful benefits to all of the participants. Project communication requires constant follow up and maintenance of proactive dialog and tactful facilitation to remain on focus of action steps and goals.

**Business Decisions:** Business decisions should only be made from the analysis of positive and negative consequential results of those decisions. Opportunities and risk requires analysis and evaluation for present day and future indices to really be able to negotiate compromised solutions to unlock stalemated positions. ***At what point does winning really become a loss? How are gains maximized without jeopardizing the project success?***

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## The Core Team Members

### **Arden E. Freeman**

Arden is the founder of the firm and brings over 40 years of architectural planning, design and construction services. He has provided as the lead project manager in a variety of projects here in Ohio and 36 other States. These projects range from being as an owner's field representative for construction, physical facility planner, designer, director of cost control, and project manager as well as being the Managing Principal for his own architectural firm for 13 years. Besides being the owner's representative for public, not-for-profit work, (Columbus School Board, State Architect's Office, and The Ohio State University), Arden was also the owner's representative for a private, for-profit hospital corporation, American Medical International, (AMI). There he provided services for facility development, medical planning, design and construction for all their projects in 47 hospital facilities east of the Mississippi River.

His project experiences are primarily for public institutional clients that sizes range from small renovation projects of only a couple hundred thousand dollars to large, multi-phased, multi-million dollar projects requiring several years to construct. Because these experiences took him to all parts of the country, where similar project types had much different functional aspects and needs, he often utilized partnering elements to bring each project's roles and responsibilities in to focus for the various team members.

Arden also has a unique understanding of policies and procedures for the State of Ohio since he served as a Deputy State Architect and assisted with co-authoring the SAO Manual, and much of the General Conditions of the Standard Requirements being used on the majority of public projects today. Arden also taught several years of SAO College seminars to architects, engineers and contractors. During this period, he presented portions of the initial certification sessions for certifying higher education project management staff to meet the Board of Regents requirements to receive authority for Local Administration as Contract Authority for projects over 4 million dollars. As Deputy State Architect, he personally facilitated the terms to correct design and construction projects for the remediation of defective workmanship. These remediation projects resolved conflicts due to basis of error that could have been caused by Architect, Engineer, or Contractor. While serving as Deputy State Architect, he has reviewed and provided entitlement analysis for many Article 8 claims, facilitated mediation meetings, and recommended and wrote final disposition for equitable adjustments of contracts.

### **Gary Casale**

Gary has a MBA in Management and is a specialist that prepares business plans to develop new commercial activities or organizations. He serves as a Senior Project Manager for facilitation of partnering and dispute services at Arden Planning Services. Gary brings 30 years of private business and personnel management experience to the team. His previous procurement experiences as Senior Vice President for the Huntington National Bank also included negotiation of all large construction contracts, administrative services, information technology, and real estate for physical facilities. His business background within the corporate world brings a different viewpoint and unique focus to each party's opinion.

Gary's ability to mediate management disputes and conflicts of opposing views where staff must still work together at the conclusion of the dispute brings a unique understanding of how to breakdown conflicting elements into manageable and negotiable points. Often when construction disputes arise work must continue. It is important that all parties do not let an unresolved dispute change the team chemistry necessary for efficiency during the completion of the construction process. Gary's experience in presentations, facilitation of partnering meetings, and analysis of claim materials establishes confidence in all the parties that there is a neutral participant involved in technical and business aspects of the final evaluation. Gary knows how to facilitate open, productive, but controlled communication in these types of meetings.

Gary's business background allows the team to step back from construction detail of cause and effects of the issues and respond to the business decision of **"What does it actually cost to be right?"** Often mediation is compromised to mitigate issues to minimize losses and maximize gains.

## Our Partnering Process:

All partnering process requires a pre and post meeting time to understand the scope project and develop an agenda that facilitates a logical, common sense path to gain participation by all present and time to document the meetings. Our first step of action is to tailor our services to our clients needs. Having said that, as a minimum all of our partnering meetings come with the following services:

### Pre-meeting(s)

Common activities required before partnering meetings:

- Reviews with the Contracting Authority of scope and key points.
- Meeting logistics
  - Location
  - Time of day
  - Invitees and contact information
- Preparation of Power Point Presentation handouts

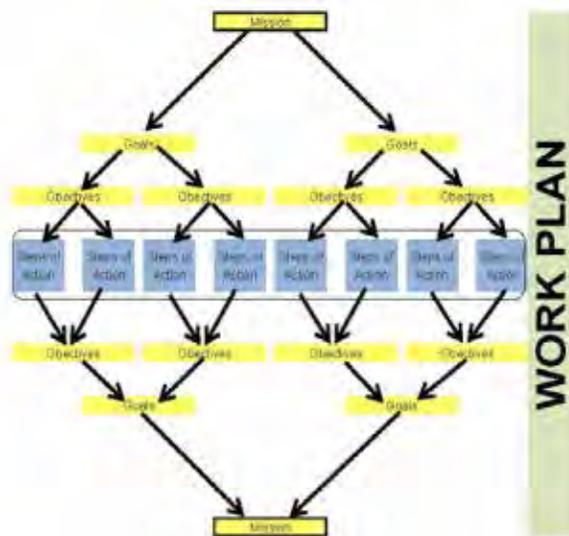
### Post-meeting(s)

Activities and deliverables after the partnering meetings:

- Documentation of partnering meetings
- Documentation of participant comments and questions
- Distribution of significant points during the meeting

## Each Project Has a WORK PLAN

Our partnering services help to either establish a “Work Plan” or to reinforce it by reviewing the participant roles and responsibilities to implement the action steps. Partnering services facilitate team building and communication to achieve objectives, goals and the overall mission of the project. Traditionally the roles and responsibilities of action steps required are defined within the participant’s



contract. Unfortunately not all the team participants always have or keep the same goals, causing conflicts to arise in the execution of the steps of action. Our goals for the partnering meetings are to reinforce the contract, project participant roles, and responsibilities along with the means of resolution for coordination and conflicts issues at the lowest level of management. A project is a Work Plan with:

- **A Mission** establishes goals
- **Goals** establishes objectives
- **Objectives** establish steps of action
- **Steps of Action** when implemented
- **Accomplish Objectives**
- **Accomplish Goals**
- **Accomplish The Mission**

Often understanding the work plan is only the first part of our partnering services is to reinforce establish the mission, goals, objectives and work restrictions that define the specifics of

your project.

### Most Effective Partnering Periods

The Diagram below illustrates the typical partnering meetings and period that these meetings are most effective. Since traditionally the least amount of money is spent for mitigating disputes during the project development period the chartering meetings are seldom implemented by utilizing outside consultants. Chartering Meetings by outside consultants are good tools to assure that one person or group within the owner’s team does not dominate the programming and budgeting process.

More often the partnering meetings at the kick-off of design are used to establish routine and smooth movement of information and assure communication is established throughout the team participants.

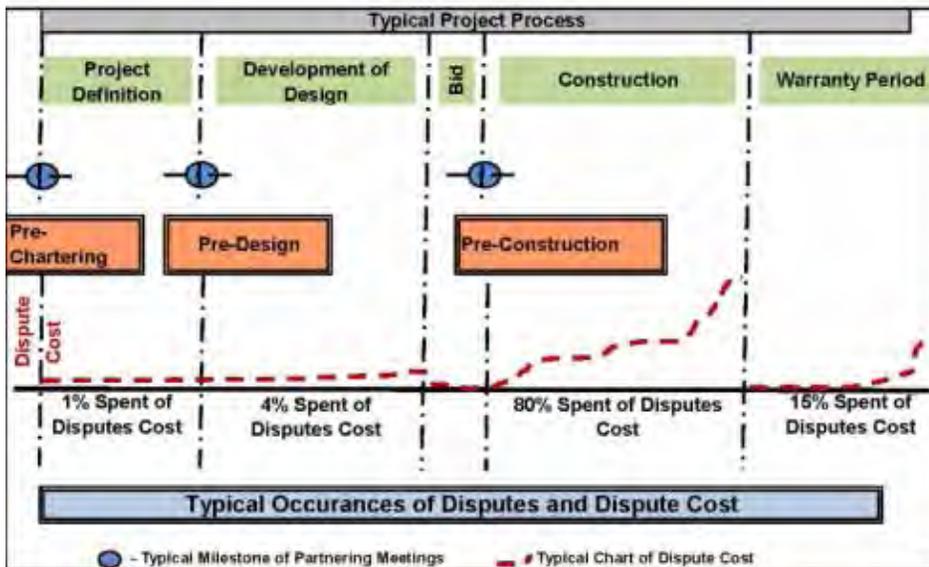


Diagram of Typical Partner Meetings and Dispute cost Spending

Rarely is there dispute claims to mitigate during the design process.

Because of the amount of disputes and claims during construction, partnering meetings are very commonly used to re-establish responsibilities set forth in the contract, schedules and critical milestones, work restrictions, and communication lines and reports. It is also traditionally the time that participants establish the dialog to create Alternate Dispute Resolution measures to minimize the number of issues that become claims, Article 8, or even court cases. (See Diagram)

### At Project Inception

Many higher education groups and agencies refer to these meetings as the *Chartering Meetings* or *Work Sessions*. These work sessions often are to facilitate:

- The Mission and goals of the project
- The executive and key team members
- The determination of final decision authority
- Distribution of information and formal reports
- Technical and design support team members and responsibilities
- Significant milestone dates along with anticipated design and construction project schedules
- Anticipated deliverables
- How and when to escalate of issues and concerns

### At Design Kick-off

This meeting establishes dialog between the design professionals and the Owner-User Group(s). Although issues between the design team and the owner's team are rare disputes that end in termination of the design professionals do occur. These sessions often are to facilitate:

- Review of the team participants and their function
  - Review of approval authority
  - Definition of user groups and their support facility teams
  - Definition of the design team and each discipline's lead
- Outline of communication and distribution of information
- High level overview of Program of Requirements, (PoR)
- Discussion of key design concerns
- Overview of budget constraints
- Overview of available planning documents
- Review of access to documents and site information
- Review design contracting issues or questions still outstanding
- Dialog of how to escalate design or personnel issues
- Dialog of how deliverables are to presented and archived
- Dialog of debriefing meetings of design findings, progress and on-going steps

It is not unusual that for small projects, partnering meetings are incorporated into the preconstruction meeting. On medium and larger projects there are more complex roles and milestones that normal have many more trade contractor participants often requiring a separate meeting. The *Goal* of this work session often is to facilitate dialog for the following:

- Define participants that have approval authority
- Review of “Standard Condition” roles and responsibilities
- Overview of the significant project points by the A/E and/or Construction Manager.
- Overview of schedule milestones and construction project schedule status
- Overview of owner, site and or special construction “Work Restrictions”
- Overview of the site logistics
- Overview of communication and information flow
- Overview of Article 8 – Dispute Resolution Claim Elements:
  - How to initiate a claim
  - What is Written notice
  - Overview of claim process
  - Alternative Dispute Resolution
    - Negotiations
    - Mediations
    - Other acceptable resolution means

## Neutral Facilitation:

There is a common theme to save money and avoid consultant expenses and provide all of the above by in-house sources. Most of our project experiences are from these services being provided as an in-house project manager. Seldom in those presentations, have the contractor, construction manager, or the design professionals felt like they have a voice in developing a dialog that is not modified by the owner. Our team leads by the standards established in the CONTRACTS for all the various parties. These partnering meetings are the best times to have dialog about contract issues before they become disruptions to the project flow. It is better to resolve them immediately, with a neutral party in the room than sweep them to the corner. There will be enough unforeseen issues during the process, let us help bring dialog and resolution to these issues. This is why we bring an experienced team in the construction and business industries to help resolve and facilitate dialog about such problems.

## Neutral Facilitation of Disputes and Claims:

Our diagram illustrates a large portion of the total dispute cost, almost 15%, is spent after construction and after the building has been occupied for some time. Many are surprised that the dispute ratio of cost is so high during that period. Unfortunately, these disputes carry more than the construction cost. They require more time for investigation by the owner to obtain documents that are not readily found. These disputes often utilize forensic specialist and expert witnesses. They are disruptive to operations and functional enterprise sometimes requiring analysis of present day value against future. Solutions often are compromises that require new, remediation projects. Definition and limiting scope must be well defined.

## Evaluating Issues:

### Define the problem.

- **During Design** - Probably the most complex disputes to resolve happen in the design process. Information and facts are very sketchy, not well documented, and often non-existent. Termination of design professionals is not unusual legal battles ending court. Too, many of these disputes are *personality conflicts requiring neutral facilitation* to bring parties back in focus and re-examine the working relationships. Starting over from scratch with new design professionals becomes difficult for the entire team that remains. Continuity of key points may not be disseminated a second time to new professionals.
- **During Construction** – In Ohio, the responsibility to manage contracts between contractors is often very complex because the owner holds the multiple contracts. The Owners main management tool

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is the approve construction schedule. Disputes of delays, acceleration, and weather are constantly impacting scheduled activities let alone the multitude of unforeseen issues that can haunt the project. Here is how we approach mitigation of these disputes.

- Obtain the facts of the claim or dispute
- Contrast the claim to the contract documents
- Observe the actual site of the claim when possible
- Review approved schedule, progress meeting notes, and job logs
- Review response of second party
- Review proposed claim cost
- Analysis of claims and responses impacts to project
- Establish preliminary findings for the claim prior to the facilitation meetings to negotiate and create more productive dialog among the participants
- Facilitate meeting of parties in dispute with owner and Architect of Record representation
  - The claimant presents the facts of their claim
  - The party of opposition presents their evidence and facts
  - The Architect and/or Owner presents their facts
  - The claimant is given time to rebuts
  - The neutral facilitator presents their preliminary findings of information prior to meeting noting information that is still outstanding or needs more explanation.
  - The claimant, opposing party, architect, and owner each are given equal opportunities to further clarify facts and present opinions and comments or pass.
  - The neutral facilitator will initiate dialog for compromise on parts and pieces of the claim. When no further compromises are available, the neutral facilitator will announce the preliminary dispositions of the issues reserving the right to complete the entitlement analysis until consideration of the hearings are incorporated.
  - The facilitator publishes their recommendations of final disposition.
- **Post Construction – Warranty Period and After** - Too often problems are defined as claims without through a analysis. The problem needs to be narrowed down to whether it is a warranty, maintenance, construction or design problem. These questions must be investigated and answered prior to a more thorough investigation by testing and specialist.
  - Is it a problem from faulty maintenance or proper service?
  - Is it being used correctly as designed?
  - Was it installed per manufacturer’s recommendations?
  - Did the contractor install as designed?
  - Was the contractor’s work defective in the installation?
  - Was the design appropriate?

## *Why Hire Arden Planning Services, Ltd?*

(APS) brings seasoned professionals that have been providing neutral facilitation for projects for over twenty years. Arden introduced remediation type projects to the State Architect’s Office to provide corrective work for several agencies. His ability to facilitate and negotiate solutions to disputes that had been going on for years was unprecedented. We bring an expertise in personnel management and facilitating acceptable common points leads for mediation and assisting in methods for “Alternate Dispute Resolution”. Our understanding of the State Architect’s Office policies and procedures are excellent, we have collaborated with the Attorney General’s Offices several times to resolve disputes and claims and as a new firm we are available to meet your needs.

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H. ADDITIONAL INFORMATION

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34b. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE CONTRACTING AUTHORITY. ATTACH ADDITIONAL SHEETS AS NEEDED.

**PROPOSER AFFIRMATION AND DISCLOSURE**

The Lead Firm or Joint Venture (“Proposer”) acknowledges that by signing this Statement of Qualifications, that it affirms, understands, and will abide by the requirements of Executive Order 2010-09S issued by Ohio Governor Ted Strickland. If awarded a Contract, the Proposer affirms that both the Proposer and its Consultants shall perform no services requested under the Agreement outside of the United States. The Executive Order is available at the following Web site: <http://www.governor.ohio.gov/Default.aspx?tabid=1495>.

The Proposer shall provide the locations where services under the Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of its Statement of Qualifications will cause the Proposer to be deemed non-responsive and no further consideration will be given to its Statement of Qualifications. If the Proposer will not be using Consultants, indicate “Not Applicable” in the appropriate spaces.

1. Principal business location of the Proposer:

7408 Avendale Drive  
Address

Powell, Ohio 43065  
City, State, Zip

2. Location where services will be performed by Proposer:

7408 Avendale Drive  
Address

Powell, Ohio 43065  
City, State, Zip

Locations where services will be performed by Consultants:

Not Applicable  
Address

Not Applicable  
City, State, Zip

Not Applicable  
Address

Not Applicable  
City, State, Zip

Not Applicable  
Address

Not Applicable  
City, State, Zip

3. Location where state data will be stored, accessed, tested, maintained, or backed-up, by Proposer:

7408 Avendale Drive  
Address

Powell, Ohio 43065  
City, State, Zip

Locations where state data will be stored, accessed, tested, maintained, or backed-up by Consultants:

7408 Avendale Drive  
Address

Powell, Ohio 43065  
City, State, Zip

Not Applicable  
Address

Not Applicable  
City, State, Zip

Not Applicable  
Address

Not Applicable  
City, State, Zip

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**H. ADDITIONAL INFORMATION**

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34c. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE CONTRACTING AUTHORITY. USE THE NEXT PAGE OR ATTACH ADDITIONAL SHEETS AS NEEDED.

**COMMITMENT TO PARTICIPATE  
IN THE  
EDGE BUSINESS ASSISTANCE PROGRAM**

**Professional Services Firm: Mark only one option.**

Use “✓” or “X” to mark option included in contract award amount.

If marking Option B, also show percentage of proposed participation.

**Option A**

The Lead Firm or Joint Venture (“Proposer”) commits to *meet or exceed* the advertised EDGE Participation Goal of the award amount, calculated as a portion of the Basic Fee plus all accepted Additional Service Fees and Reimbursable Expenses, by using EDGE-certified Business Enterprise(s).

The Proposer agrees that if selected for consideration of the Contract, it shall provide to the Contracting Authority, at the location required within 10 business days after receiving notice from the Contracting Authority, its Technical Proposal, including a *Certified Statement of Intent To Contract and To Perform* form for each EDGE-certified Business Enterprise proposed for use by the Proposer if awarded the Contract for this Project.

**Option B (also indicate percentage -- see text )**

The Proposer *does not meet* the advertised EDGE Participation Goal percentage, but, if awarded the Contract for this Project, *commits to provide* \_\_\_\_\_ **percent of the Contract award amount**, calculated as a portion of the Basic Fee plus all accepted Additional Service Fees and Reimbursable Expenses, by using EDGE-certified Business Enterprise(s).

The Proposer acknowledges it understands the requirement for it to provide and agrees to provide to the Contracting Authority, if selected for consideration of the Contract, within 10 business days after notice from the Contracting Authority, a letter requesting a waiver of the EDGE participation goal percentage on the Proposer’s letterhead with a detailed *Demonstration of Good Faith* form describing its efforts undertaken prior to submitting its Statement of Qualifications to meet the advertised EDGE Participation Goal percentage for the Contract for this Project, and full documentation to substantiate its efforts.

The Proposer commits to provide to the Contracting Authority at the location required within 10 business days after receiving notice from the Contracting Authority, its Technical Proposal, including a *Certified Statement of Intent To Contract and To Perform* form for each EDGE-certified Business Enterprise proposed for use by the Proposer if awarded the Contract for this Project.

**Option C**

The Proposer declares that it is an EDGE-certified Business Enterprise and that if awarded the Contract, the EDGE Participation percentage will be 100% of the award amount.

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**I. AUTHORIZED REPRESENTATIVE**  
The foregoing is a statement of facts.

35. SIGNATURE

36. DATE

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**NOT REQUIRED BY REQUEST FOR QUALIFICATIONS**

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# STATEMENT OF QUALIFICATIONS

1. PROJECT NUMBER (if any)  
DAS-11D888

## PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME <i>Arden Planning Services, Ltd</i>				3. YR ESTABLISHED 04/05/2011	4. FTID NUMBER [REDACTED]
2b. STREET 7408 Avendale Drive				5. OWNERSHIP	
				a. TYPE Sole Proprietor	
2c. CITY Powell	2d. STATE Ohio	2e. ZIP CODE 43065	2f. COUNTY Delaware	b. EDGE STATUS NON- CERTIFIED	
6a. POINT OF CONTACT NAME AND TITLE Arden E. Freeman Project Manager		6b. PRESIDENT/CEO Arden E. Freeman, Owner		7. NAME OF FIRM (If Block 2a is a branch office.)	
6c. TELEPHONE NUMBER 740.881.9811		6d. E-MAIL ADDRESS afreeman@columbus.rr.com			
8a. FORMER FIRM NAME(S) (if any) <b>Arden &amp; Associates, Inc.</b>				8b. YR ESTABLISHED 8/1990 to 10/2003	8c. FTID NUMBER [REDACTED]

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) LICENSED	(2) NON-LICENSED			
06	Architect	1		B01	Dormitories	\$ 0
48	Project Manager		1	C11	Community Facilities	\$ 0
				C15	Construction management	\$ 0
				C18	Cost Estimating	\$ 0
				D04	Preparation of Request Design - Build	\$ 0
				D07	Dining Halls	\$ 0
				E02	Educational Facilities and Classrooms	\$ 0
				E05	Elevators	\$ 0
				H09	Hospitals and Medical Facilities	\$ 0
				H10	Hotels	\$ 0
				H11	Housing: Multi-Family	\$ 0
				I05	Interior Design and Space Programming	\$ 0
				O01	Office Buildings	\$ 0
				P06	Planning - Campus Planning	\$ 0
				P08	Prisons and Correctional Institutions	\$ 0
				P10	Pneumatic Structures	\$ 0
				P12	Power Generation Facilities	\$ 0
				R10	Risk Analysis	\$ 0
				R12	Roofing	\$ 0
				V01	Value Analysis & Life – Cycle Costing	\$ 0
	Other Employees					
Total		1	1			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 2 YEARS (Insert revenue index number shown at right)	PROFESSIONAL SERVICES REVENUE INDEX NUMBER				
a. Work for this Contracting Authority	1	1. Less than \$50,000	6. \$400,000 to less than \$500,000	11. \$900,000 to less than \$1,000,000	
b. Other State Work (see instructions)	1	2. \$50,000 to less than \$100,000	7. \$500,000 to less than \$600,000	12. \$1,000,000 to less than \$2,000,000	
c. Total State Work	1	3. \$100,000 to less than \$200,000	8. \$600,000 to less than \$700,000	13. \$2,000,000 to less than \$5,000,000	
		4. \$200,000 to less than \$300,000	9. \$700,000 to less than \$800,000	14. \$5,000,000 to less than \$10,000,000	
		5. \$300,000 to less than \$400,000	10. \$800,000 to less than \$900,000	15. \$10,000,000 or greater	

12. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.	
a. SIGNATURE <i>Arden E. Freeman</i>	b. DATE 04/19/2011
c. NAME AND TITLE Arden E. Freeman, Owner	

Provide a separate Part II form for each firm or branch office participating on the proposed project team.