



MODIFIED STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER - COST PLUS FEE WITH AN OPTION FOR A GUARANTEED MAXIMUM PRICE

The author of this document has revised the text of the original DBIA standard form.

Document No. 530

Second Edition 2010
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Washington, DC

6913933v1

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Modified Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

This **AGREEMENT** is made as of the _____ day of _____ in the year of 2014, by and between the following parties, for services in connection with the Project identified below:

OWNER:

(Name and address)

City of North Royalton
13834 Ridge Road
North Royalton, Ohio 44133

OWNER'S REPRESENTATIVE:

(Name and address)

Thomas J. Jordan
Director of Community Development
City of North Royalton
13834 Ridge Road
North Royalton, OH 44133
Phone: 440-237-5484
Email: tjordan@northroyalton.org

The Owner's Representative shall be the point of contact for the Design-Builder on the Project. In addition to the other requirements contained herein, all communications, submissions or notices to the Owner from the Design-Builder related to the Project shall be directed to the Owner's Representative.

DESIGN-BUILDER:

(Name and address)

The Krill Company, Inc.
1275 Main Avenue
Cleveland, Ohio 44113

The Design-Builder was selected by the Owner, following the selection process outlined in Ohio Revised Code Sections 153.65 through 153.73, as the Design-Builder whose pricing proposal the Owner determined to be the best value.

PROJECT:

(Include Project name and location as it will appear in the Contract Documents)

North Royalton Administrative Office Building and Park Design-Build Project.

DESCRIPTION OF THE PROJECT:

The Project is a turn-key design-build project. The Design-Builder will design and provide all of the Work necessary to complete the Project in accordance with the Contract Documents. Design-Builder was permitted to physically evaluate the entire site before providing its proposal and, as such, will be responsible for accurately identifying the Cost of the Work and accurately providing a guaranteed maximum price.

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor necessary to complete the Work described in and reasonably inferable from the Contract Documents.

1.2 Design-Builder shall be responsible for all topographic survey work, geotechnical investigation, and geotechnical recommendations as part of its scope of work. The Owner will not be responsible for contracting and separately supplying any surveying or geotechnical services to the Design-Builder. The Design-Builder may rely upon the accuracy of the information provided by its surveying and geotechnical consultants in furnishing a complete and operational cost effective design.

1.3 Design-Builder shall not self-perform any construction trades work on the Project without the prior written permission of the Owner specific to a particular scope of work and in accordance with all requirements of the Ohio Revised Code and the Ohio Administrative Code. After written approval by the Owner, the Design-Builder may only self-perform work to the extent that the Design-Builder's bid for the particular scope of work is lower than the bid of a prequalified subcontractor.

1.4 The Design-Builder shall secure the building permit as well as other permits, including but not limited to zoning permits, fees, licenses, and inspections by governmental agencies necessary for proper execution and completion of the Work. Owner shall waive all permit fees that are within its jurisdiction. Owner will assist the Design-Builder in applying for these waivers. The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Design-Builder performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful order of public authorities, the Design-Builder shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, written amendments, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract"), as modified;

2.1.2 The GMP Exhibit referenced in Section 6.6.1.1 herein or, if applicable, the GMP Proposal accepted by Owner in accordance with Section 6.6.2 herein;

2.1.3 This Agreement, including the following exhibits:

Exhibit 1	- Statement of Claim Form
Exhibit 2	- Statutory Form of Bonds
Exhibit 3	- Design Builder's Proposal
Exhibit 4	- Design Builder's Guaranteed Maximum Price ("GMP") Proposal
Exhibit 5	- Design Data & Technical Reference Documents
Exhibit 6	- Design-Builder's Personal Property Tax Affidavit (O.R.C. 5719.042)
Exhibit 7	- Design-Builder's Affidavit with List of Subcontractors and Suppliers with Amounts Withheld

Exhibit 8	- Design-Builder's Waiver and Release Affidavit
Exhibit 9	- Subcontractors – Suppliers Waiver and Release Affidavit
Exhibit 10	- Tax Exempt Certificate
Exhibit 11	- Design-Builder's Payment Application Checklist
Exhibit 12	- The General Conditions of Contract, DBIA Document 535, as modified
Exhibit 13	- Prevailing Wage Determination Cover Letter
Exhibit 14	- Application for Payment Form
Exhibit 15	- Final Lien Waiver and Release Agreement

2.1.4 Additional Requirements (none if left blank): The DBIA Document No. 520, *Modified Standard Form of Preliminary Agreement between Owner and Design-Builder* (2010 Edition).

2.1.5 Construction Documents prepared and approved in accordance with Section 2.7 of the General Conditions of Contract.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) and for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Design-Builder shall provide the better quality or greater quantity of Work or comply with the more stringent requirements.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 All information provided by the Owner shall be verified by the Design-Builder.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Instruments of Service") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provision set forth below.

4.2 Upon execution of this Agreement, the Design-Builder grants to the Owner a nonexclusive license to use the Design-Builder's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially

performs its obligations, including prompt payment of all sums when due, under this Agreement. The Design-Builder shall obtain similar nonexclusive licenses from the Design-Builder's Design Consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the subcontractors, sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants to reproduce, including electronically, applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. This license shall survive any termination of this Agreement and any dispute relating to such termination.

Article 5

Contract Time

5.1 Date of Commencement. The Owner shall issue to the Design-Builder a written Notice to Proceed. The date for commencement of the Work shall be the date established in the written Notice to Proceed (the "Date For Commencement"). The Design-Builder shall commence work under this contract on or after the Date For Commencement.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than one hundred forty (140) calendar days after the Date of Commencement ("Date for Substantial Completion"). The Date for Substantial Completion shall only be changed or modified by Change Order, other Modification, or a Claim that is Finally Resolved regardless of any dates in any schedules, including the Progress Schedule, created by any person, including the Design-Builder.

5.2.1.1 Substantial Completion is defined in the Contract Documents.

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as set forth in the Schedule attached at Exhibit 4. ~~follows: (None if none are listed)~~ *(Insert any interim milestones for portions of the Work with different scheduled dates for Substantial Completion)*

5.2.3 The Date for Final Completion of the Design-Builder's Work will be fourteen (14) days after the Date For Substantial Completion ("Date for Final Completion"). The Date for Final Completion shall only be changed or modified by Change Order, other Modification, or a Claim that is Finally Resolved regardless of any dates in any schedules, including the Progress Schedule, created by any person, including the Design-Builder.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Time is of the essence in the performance of this Agreement. If the Design-Builder does not meet the date for Substantial Completion or the Date for Final Completion, the Design-Builder shall pay the Owner (and the Owner may set off from sums coming due the Design-Builder) Liquidated Damages in the per diem amounts as set forth in the following tables, whichever may be applicable:

SCHEDULE OF LIQUIDATED DAMAGES – SUBSTANTIAL COMPLETION

Original Contract From More Than	To and Including	Amount of Liquidated Damages to be Deducted for Each Calendar Day of Overrun in Time past the Date for Substantial Completion
\$0.00	\$250,000.00	\$500.00
\$250,000.00	\$1,000,000.00	\$1,000.00
\$1,000,000.00	\$3,000,000.00	\$2,000.00
\$3,000,000.00	\$10,000,000.00	\$3,000.00
Over \$10,000,000		\$5,000.00

SCHEDULE OF LIQUIDATED DAMAGES – FINAL COMPLETION

Original Contract From More Than	To and Including	Amount of Liquidated Damages to be Deducted for Each Calendar Day of Overrun in Time past the Date for Final Completion
\$0.00	\$250,000.00	\$200.00
\$250,000.00	\$1,000,000.00	\$400.00
\$1,000,000.00	\$3,000,000.00	\$600.00
\$3,000,000.00	\$10,000,000.00	\$800.00
Over \$10,000,000		\$1,000.00

In addition to such Liquidated Damages, the Design-Builder shall indemnify, defend and hold the Owner and its employees and agents harmless from any and all claims or losses, whether or not such claims are proven, and from all costs and expenses incurred, as a result of or related to such claims or losses, including but not limited to attorneys' and consultants' fees and expenses, provided that such claims arise out of or are related to the Design-Builder's failure to meet the Substantial Completion or Final Completion dates set forth herein. These Liquidated Damages are in addition to any other remedies available to the Owner under the Contract Documents.

The Design-Builder acknowledges that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Contractor's Work is not Substantially Complete by its Date for Substantial Completion or Finally Complete by the required date for Final Completion.

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to the Design-Builder's Fee (as defined in Section 6.2) plus the Cost of the Work (as defined in Section 6.3) subject to the GMP established

in Section 6.6 hereof and any adjustments made in accordance with the General Conditions of Contract.

6.2 Design-Builder's Fee.

6.2.1 Design-Builder's Fee shall be:

6.2.1.1 Design Services Fee. The Design Services Fee is included in the GMP set forth in Paragraph 6.6.1.1 and is the compensation for services provided by the architect or engineer of record, including all sub-consultants. The Design-Builder's Design Services Fee for the Project is **\$85,521.00**.

6.2.1.2 Preconstruction Fee. The Preconstruction Fee is included in the GMP set forth in Paragraph 6.6.1.1 and is the combination of home office overhead and profit for services provided during the preconstruction phase of the Project as defined in the Contract Documents. The Design-Builder's Preconstruction Fee for the Project is **\$1,425.00**.

6.2.1.3 Design-build Services Fee. The Design-build Services Fee is included in the GMP set forth in Paragraph 6.6.1.1 and is the combination of home office overhead and profit for services provided during the construction phase of the Project as defined in the Contract Documents. The Design-Builder's Design-Build Services Fee for the Project is **\$95,069.00**.

6.2.1.4 General Conditions. The General Conditions are included in the GMP set forth in Paragraph 6.6.1.1 and are the Design-Builder's costs for materials, services and equipment necessary to perform the work on the Project but that are not incorporated into the Project. The Design-Builder's General Conditions costs for the Project is **\$168,828.00**.

6.2.1.5 The amounts included in Paragraph 6.2.1 are subject to open book pricing in accordance with Paragraph 7.5 of this Agreement.

6.2.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:

6.2.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of **seven and one half** percent (**7.5%**) of the additional Costs of the Work incurred for that Change Order to account for the Design-Builder's Fee and for the fees, overhead and profit for all design consultants and subcontractors of any tier on the Project. The percentage provided herein shall not be modified without the written approval of the Owner.

6.2.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include an amount equal to **three** percent (**3.0%**) applied to the net reduction of the Cost of the Work which amount will account for a reduction associated with Design-Builder's Fee and fees, overhead and profit for all design consultants and subcontractors of any tier on the Project. The percentage provided herein shall not be modified without the written approval of the Owner.

6.3 Cost of the Work.

6.3.1 Subject to the GMP, the Cost of the Work shall be the sum of the following:

6.3.1.1 The total amount included in all sealed bids provided by Design-Builder for all work Design-Builder self-performs in accordance with the requirements of the Contract Documents, including Paragraph 2.7.3.4.6 of the General Conditions;

6.3.1.2 The total amount of all Subcontracts and supplier contracts awarded for Work performed on the Project;

6.3.1.3 The Contingency, identified in Paragraph 6.6.1.2;

6.3.1.4 The amount of Savings, if any, as identified in Paragraph 6.6.2, that the Design-Builder is authorized by the Owner to expend on the Project in accordance with the Contract Documents; and,

6.3.1.5 All Change Orders issued in accordance with the Contract Documents, if any.

6.3.2 The amounts included in Paragraph 6.3.1 are subject to open book pricing in accordance with Paragraph 7.5 of this Agreement.

6.4 Allowance Items and Allowance Values.

6.4.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the GMP Proposal and are included within the GMP.

6.4.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values, if any, based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.4.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner's Representative. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price provided Design-Builder timely submits a claim in accordance with Article 10 of the General Conditions of Contract.

6.4.4 The Allowance Value for an Allowance Item includes the wages of direct employees performing Work at the Site or, with Owner's Representative's agreement, at locations off the Site, employee benefits, premiums, insurance, contributions and assessments, required by law or collective bargaining agreements, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

6.4.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.4.4 and also subject to Article 10 of the DBIA Document No. 535, Standard Form of General Conditions of Contract between Owner and Design-Builder. The amount of the Change

Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.5 Non-Reimbursable Costs.

6.5.1 The following shall not be deemed as costs of the Work:

6.5.1.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.

6.5.1.2 Overhead and general expenses, except as provided for in Section 6.2 and 6.3 hereof, or which may be recoverable for changes to the Work.

6.5.1.3 The cost of Design-Builder's capital used in the performance of the Work.

6.5.1.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

6.6 The Guaranteed Maximum Price ("GMP").

6.6.1 GMP Established Upon Execution of this Agreement.

6.6.1.1 GMP. Design-Builder guarantees that it shall not exceed the GMP of **two million eight hundred and fifty thousand, six hundred and eighty-eight Dollars (\$2,850,688.00)**, subject to additions and deductions by changes in the Work as provided in the Contract Documents, and not including the amount already paid to the Design-Builder for preliminary services. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price or GMP. The GMP and a list of the documents used as a basis for the GMP are identified in the GMP Proposal, which is included at Exhibit 4. The only exception to the Guaranteed Maximum Price will be for changes directed by the Owner in writing that exceed the scope of the Project. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

6.6.1.2 Contingency. The GMP includes a Contingency in the amount of **eighty thousand, two hundred and sixty-one Dollars (\$80,261.00)** which is available for Design-Builder's exclusive use for costs that the Design-Builder could not have foreseen or anticipated through the exercise of reasonable diligence at the time the GMP was submitted. The Design-Builder shall not use the Contingency for correction of defective, damaged or non-conforming Work, or design errors or omissions, however caused, and shall not use the Contingency to accelerate the Work if such acceleration was necessary to meet the completion dates as a result of Design-Builder's failure to timely perform its Work. Except as provided in Section 6.6.1.2.2, the Contingency is not available to Owner for increasing the scope of the Project. Design-Builder shall provide Owner prior notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months.

6.6.1.2.1 The Design-Builder shall use the Contingency before using any amounts from the Savings.

6.6.1.2.2 Any unused portion of the Contingency upon Final Payment shall be reallocated to the Savings and added to the remaining balance of the Savings.

6.6.1.2.3 The use of the Contingency by the Design-Builder is subject to open book pricing in accordance with Paragraph 7.5 of this Agreement.

6.6.2 Savings. The Savings is the difference between the GMP and Contract Price.

6.6.2.1 Except as provided in this Article, the Savings may be used by the Design-Builder for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents.

6.6.2.2 Design-Builder shall not use the Savings for correction of defective, damaged or nonconforming Work, or design errors or omissions, however caused, and shall not use the Savings to accelerate the Work if such acceleration was necessary to meet the completion dates as a result of Design-Builder's failure to timely perform its Work.

6.6.2.3 Design-Builder shall not use the Savings until after the Design-Builder has expended the full amount of the Contingency.

6.6.2.4 Design-Builder shall provide Owner notice of all anticipated charges against the Savings, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Savings, including all reasonably foreseen uses or potential uses of the Savings in the upcoming three (3) months.

6.6.2.5 The use of the Savings by the Design-Builder is subject to open book pricing in accordance with Paragraph 7.5 of this Agreement

6.6.3 Shared Savings.

6.6.3.1 If the Contract Price is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference shall be shared (the "Shared Savings") as follows:

[Choose one of the following:]

Twenty-five percent (25%) to Design-Builder and Seventy-five percent (75%) to Owner.

or

The first _____ Dollars (\$ _____) of Savings shall be provided to Owner _____, with the balance of Savings, if any, shared _____ percent (_____%) to Design-Builder and _____ percent (_____%) to Owner.

6.6.3.2 Seventy-five percent of the Shared Savings earned will be distributed to the Owner at Substantial Completion of the overall Project by deductive change order to the Guaranteed Maximum Price. 12.5% of the Shared Savings will be distributed to the Design-Builder within 30 days of Substantial Completion of the entire Project and the remaining 12.5% of the Shared Savings will be paid to the Design-Builder within thirty (30) days of the Owner's acknowledgement of the completion of all required punch list work and receipt of all required closeout and other Project documentation. .

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Progress Payments shall be submitted in accordance with Article 6 of the DBIA 535 Standard Form of General Conditions of Contract between Owner and Design-Builder, as modified.

7.1.2 The amount of Design-Builder's Fee in Section 6.2.1 to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.1.3 The Design-Builder will supply the Owner's Representative with all information necessary for the Owner to verify the amounts due to the Design-Builder, including but not limited to daily job logs, employee time records, internal job cost reports, original invoices for materials and equipment and documents showing that the Design-Builder has paid for such materials and equipment, and so as to verify that amounts due laborers, Subcontractors, and Sub-Subcontractors have been paid to them. The failure to provide such information shall be justification for withholding payment to the Design-Builder.

7.1.4 The Owner intends to conduct audits of the Design-Builder's records regarding the Project at times to be determined by the Owner.

7.2 Retainage on Progress Payments.

7.2.1 The Owner will withhold retainage in accordance with Ohio Revised Code Section 153.12.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within thirty (30) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Not Used.

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of ten (10) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of ten (10) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit. In addition, Design-Builder shall keep and maintain all Project records of every type in a readily retrievable electronic format compatible with Owner's software

for a period of ten (10) years after Final Payment. Alternatively, such records may be produced to Owner in a format acceptable to Owner at the time of Final Payment. Design-Builder shall provide Owner with a form of receipt for such records at the time of their delivery and the burden shall be on the Design-Builder to produce such receipt in the event of a dispute over the delivery of such records.

Article 8

Termination for Convenience

8.1 Upon three business days written notice to Design-Builder, the Owner may, without cause and without prejudice to any other right or remedy of the Owner, terminate the Agreement. Such termination shall be effective as of the date stated in the written notice. In such case, Design-Builder shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work; and
2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses.

8.2 Design-Builder shall not be paid on account of loss of anticipated overhead, profits or revenue or other economic loss arising out of or resulting from such termination.

8.3 Design-Builder shall require similar provisions contained in Article 8 in each of its subcontracts to protect Design-Builder from claims by Design Consultant, Design Sub-Consultant, Subcontractors and Sub-Subcontractors arising from the Owner's termination for convenience, or to minimize claims by such Design Consultant, Design Sub-Consultant, Subcontractors and Sub-Subcontractors. The remedy provided to Design-Builder under this Article 8 shall be the Design-Builder's sole remedy in the event of termination for convenience by the Owner.

8.4 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Instruments of Service shall be as set forth in Article 4 hereof.

Article 9

Representatives of the Parties

9.1 Owner's Representative

9.1.1 The Owner's Representative shall only have such authority as is authorized by the Owner's Council and as is permitted under the laws of the State of Ohio.

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individuals listed below as its Senior Representative(s) and Key Personnel:

Proposer, Guarantor, Project Executive	David F. Fischback - The Krill Co., Inc.
Project Manager – Construction	Steve Sereda - The Krill Co., Inc.

Assistant Project Manager - Construction	Kevin Konczos - The Krill Co., Inc.
Project Coordinator – Construction	Jennifer Hofelich - The Krill Co., Inc.
Project Superintendent	Tom FitzGerald - The Krill Co., Inc.
Principal in Charge - Design	Dennis Check - Hasenstab Architects
Project Manager - Design	John Van Auker - Hasenstab Architects
Project Architect	Greg Chaplin - Hasenstab Architects
Interior Designer	Chitra Matthai - Hasenstab Architects
Structural Engineer	Benjamin Grow - Hasenstab Architects
Mechanical Engineer	James Mac Millan - Karpinski Engineering
Electrical Engineer	Brian David - Karpinski Engineering
Technology Engineer	Tom Gilliland - Karpinski Engineering
Civil Engineer	Jill Ward - EDG
Landscape Architect	Travis Matthews - EDG

9.2.2 Design-Builder designates the individual listed above as its Design-Builder's Senior Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract.

9.2.3 The Design-Builder shall not replace any of the representatives listed above without the prior consent of the Owner's Representative while such representative is employed by the Design-Builder, except with another representative who is satisfactory to the Owner's Representative. If the Design-Builder proposes to change the representative, the Design-Builder shall submit to the Owner's Representative a written request for the change, including the justification for the change and the name and qualifications for the proposed replacement. The Design-Builder shall provide promptly any related additional information the Owner requests.

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverage(s) set forth in Article 5 of the General Conditions of Contract. All insurance provided on the Project shall designate the Owner as an additional insured and shall not contain any exemption from coverage for claims between insured.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

Required (as noted below) Not Required

Payment Bond.

Required (as noted below) Not Required

If the Design-Builder elects to obtain a separate payment and performance bond from any Subcontractor or Sub-Subcontractor, in addition to the Design-Builder's bonds, such bonds shall be in the forms specified in Exhibit 2 and the Design-Builder shall ensure that the Owner is listed as a co-obligee on all performance bonds and payment bonds obtained from Subcontractors and Sub-Subcontractors on the Project.

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows: *(Insert any additional provisions)*

11.1.1 LIMITATION ON LIABILITY. The Owner's cumulative total liability, including the payments previously made to the Design-Builder, under this Agreement shall be limited to the amount set forth in the Fiscal Officer's certificate accompanying this Agreement. Under no circumstances will the elected officials, employees, council members, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement or the Project.

11.1.2 MODIFICATION. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against the Owner unless set forth in writing and signed by or on behalf of the Owner. In the case of the Owner, the person executing the modification or waiver must have express authority to execute the Modification on behalf of the Owner pursuant to a resolution that is duly adopted by the Owner. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms by the Owner. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this paragraph.

11.1.3 ASSIGNMENT. The Design-Builder may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.

11.1.4 LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligation of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court where the Project is located and each party hereby expressly consents to the exclusive jurisdiction of such court. The parties hereby waive any right that they may have to remove any action related to this agreement to Federal court.

11.1.5 CONSTRUCTION. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

11.1.6 APPROVALS. Except as expressly provided herein, the approvals and determinations of the Owner will be subject to the sole discretion of the Owner and be valid and binding on the Design-Builder, provided only that they be made in good faith, i.e., honestly. If the Design-Builder challenges any such approval or determination, the Design-Builder will have the burden of proving that it was not made in good faith by clear and convincing evidence.

11.1.7 PARTIAL INVALIDITY. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

11.1.8 COMPLIANCE WITH LAWS AND REGULATIONS. The Design-Builder, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including but not limited to Chapter 4115 of the Revised Code and Sections 153.59 and 153.60 of the

Ohio Revised Code, which prohibit discrimination in the hiring and treatment of employees, with respect to which the Design-Builder agrees to comply and to require its Subcontractors to comply. The Design-Builder shall also comply with all federal, state, and local laws, rules, and regulations applicable to the construction of public facilities, including any applicable safety and security laws and regulations.

11.1.8.1 NON-DISCRIMINATION. Design-Builder agrees:

- .1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Design-Builder, Design Consultant, Subcontractor, Design Sub-Consultant, Sub-Subcontractor nor any person acting for any of them, shall, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Revised Code, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- .2 That neither the Design-Builder, Design Consultant, Subcontractor, Design Sub-Consultant, Sub-Subcontractor nor any person acting on behalf of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Revised Code, or color.
- .3 That there shall be deducted from the amount payable to the Design-Builder by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
- .4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

11.1.9 PREVAILING WAGE RATES. The Design-Builder and its Design Consultants, Subcontractors, Design Sub-Consultants, Sub-Subcontractors, regardless of tier, shall strictly comply with their obligation to pay their employees working on the Project site at the applicable prevailing wage rates for the type of work. The Design-Builder shall adjust and shall require its Design Consultants, Subcontractors, Design Sub-Consultants, Sub-Subcontractors, regardless of tier, to adjust the wage rates to conform to the current rates if the applicable wage rates change prior to completion of the Work, without increase in the Contract Sum. With each Application for Payment, Design-Builder and all Design Consultants, Subcontractors, Design Sub-Consultants, Sub-Subcontractors shall provide a properly completed Affidavit of Design-Builder or Subcontractor Prevailing Wage. The Prevailing Wage Determination Cover Letter is attached as Exhibit 13.

11.1.10 ETHICS. By signing and entering into this Agreement with the Owner, the Design-Builder represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code and certifies that it is in compliance with such requirements. The Design-Builder understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

11.1.11 PROPERTY TAX AFFIDAVIT. The Design-Builder's affidavit given under Section 5719.042, Ohio Revised Code, is incorporated herein.

11.1.12 ENTIRE AGREEMENT. This Agreement and the other Contract Documents, including but not limited to DBIA Document No. 520, as modified, constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

11.1.13 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Design-Builder. However, it is understood that the Owner is an intended third-party beneficiary of Design-Builder's agreements with the Design Consultants, and Subcontractors, and Consultants' and Subcontractors' agreements with their Design Sub-Consultants, and Sub-Subcontractors. The Design-Builder shall incorporate the obligations of this Agreement into its respective agreements and subcontracts.

11.1.14 Design-Builder's Duties in General. The Design-Builder acknowledges that the Owner is entering this Agreement in reliance on the Design-Builder's abilities to perform the design services requested under this Agreement on a timely basis. To the extent that any service hereunder shall be performed by consultants retained by the Design-Builder, the term "Design-Builder" as used in this Agreement shall be deemed to include any such consultant.

11.1.15 The Design-Builder acknowledges it will use its best professional skill and judgment to coordinate the design of the Project in order to (i) minimize disruption of the adjacent Owner's operations, and (ii) to ensure that the Project is coordinated as to phasing, timing, staging, design, and execution.

11.1.16 The Design-Builder's duties and obligations, as set forth herein, and any liabilities arising hereunder shall at no time be diminished or released by reason of any approval by the Owner of the Drawings and Specifications or any other documents prepared by the Design-Builder.

11.1.17 The Design-Builder, consistent with the applicable standard of care and professional skills, agrees that materials and equipment specified shall be adequate for the purposes for which they are specified.

11.1.18 The Design-Builder's services shall include services to investigate existing conditions and facilities or to make measured drawings thereof and other related services to verify the accuracy of drawings and any other information furnished by the Owner. The Design-Builder shall be responsible for reviewing and confirming information provided by the Owner to the extent that it is an integral part of the Project. The Design-Builder shall use reasonable diligence in confirming information supplied by the Owner.

11.1.19 The Design-Builder shall indemnify and hold harmless the Owner for all damages, losses, attorney fees or claims which the Owner sustains resulting from any breach of contract, negligent act, error, omission or failure to exercise reasonable care, skill or diligence on the part of the Design-Builder, its employees, its agents, or its Design Consultants, Subcontractors, Design Sub-Consultants and Sub-Subcontractors of any tier, respecting the performance of any Work or service in connection with the Project.

11.1.20 Consistent with its standard of care, the Design-Builder shall endeavor to anticipate problems related to zoning, building permits, availability of utilities, equipment and material shortages, and supplier delays and to take steps to address such issues while providing timely written notification to Owner of such issues.

11.1.21 Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

11.1.22 The Design-Builder owes a duty of trust and confidence to the Owner in the performance of all duties and obligations under this Agreement.

11.1.23 DESIGN-BUILDER'S PLEDGE. The Design-Builder acknowledges that this is a public project involving public funds and that the Owner expects and requires the Design-Builder to adhere to the highest ethical and performance standards. The Design-Builder pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Criteria Architect, (b) it will use its best efforts to cooperate with the Owner and at all times will act with professionalism and

dignity in its dealings with the Owner, (c) it will assign only competent supervisors, designers and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

DESIGN-BUILDER:

City of North Royalton, Ohio

The Krill Company, Inc.

(Name of Owner)

(Name of Design-Builder)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

President of City Council,
pursuant to Resolution No.

(Title)

(Title)

Date: _____

Date: _____

CERTIFICATE

(Section 5705.41, R.C.)

The undersigned, Finance Director of the City of North Royalton, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the current fiscal year, under the attached Agreement for the services indicated herein have been lawfully appropriated for those purposes and are in the appropriate account of the City, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances.

DATED: _____

North Royalton, Ohio

By: _____
Finance Director

Exhibit 1

STATEMENT OF CLAIM FORM

Claim No. ___ for Design-Builder

1. Name of Design-Builder: _____

2. Date written claim given: _____.

3. Design-Builder's representative to contact regarding the claim:

Name: _____ Title: _____

Telephone No. _____ (office) FAX No. _____

E-mail: _____

4. General description of claim:

5. Contract Documents. If the claim is based upon any part or provision in the Design-Build Documents, including but not limited to pages in the Drawings and/or paragraphs in the Specifications, Owner-Design-Builder Agreement, General Conditions or Supplementary General Conditions, state upon which parts or provisions the claim is based:

6. Delay claims:

6.1 Date delay commenced: _____

6.2 Duration or expected duration of the delay, if known: _____

6.3 Apparent cause of the delay and part of critical path affected:

6.4 Expected impact of the delay and recommendations for minimizing such impact:

7. Additional compensation. Set forth in detail all additional compensation to which the Design-Builder believes it is entitled with respect to this claim:

8. Instructions for Completing the Statement of Claim Form ("Instructions"). The Instructions are incorporated in this Form.

9. Truth of Claim. By submitting this claim, the Design-Builder and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Design-Builder has complied fully with the Instructions, b) the information in this Statement of Claim is accurate, c) the Design-Builder is entitled to recover the compensation in paragraph 7, and d) the Design-Builder has not knowingly presented a false or fraudulent claim. The Design-Builder by its authorized representative must acknowledge this Statement of Claim before a notary public.

DESIGN-BUILDER: _____

By: _____

Name and Title: _____

Date: _____

DESIGN-BUILDER'S ACKNOWLEDGMENT

State of _____,

County of _____, ss:

_____ first being sworn, states that after conscientious and thorough review, the statements made in attached Statement of Claim Form are complete and true to the best of his or her knowledge and belief.

Sworn to before me a notary public by _____ on _____, 20__.

Notary Public

WHEN COMPLETED, FORWARD A COPY OF THIS NOTICE AND STATEMENT OF CLAIM FORM TO THE OWNER AND THE CRITERIA ARCHITECT.

INSTRUCTIONS FOR COMPLETING THE STATEMENT OF CLAIM FORM

1. Completing the Statement of Claim Form ("Claim Form") is a material term of the Contract. The Claim Form tells the Owner and its designated representative that the Design-Builder is making a Claim and that they need to act promptly to mitigate the effects of the occurrence giving rise to the Claim. The Claim Form also provides them with information so that they can mitigate such effects. The Design-Builder acknowledges that constructive knowledge of the conditions giving rise to the Claim through job meetings, correspondence, site observations, etc. is inadequate notice, because knowledge of these conditions does not tell the Owner and its designated representative that the Design-Builder will be making a Claim and most often is incomplete.
2. If the space provided in the Claim Form is insufficient, the Design-Builder, as necessary to provide complete and detailed information, must attach pages to the Claim Form with the required information.
3. Paragraph 4. The Design-Builder must state what it wants, *i.e.*, time and/or compensation, and the reason why it is entitled to time and/or compensation.
4. Paragraph 5. The Design-Builder must identify the exact provisions of the Contract Documents it is relying on in making its Claim. For example, if the Claim is for a change in the scope of the Design-Builder's Work, the Design-Builder must identify the specific provisions of the Specifications, and the Plan sheets and details that provide the basis for the scope change.
5. Paragraph 6. This paragraph applies to delay claims, including delays that the Design-Builder believes result in constructive acceleration. The Design-Builder must identify the cause of the delay, party or parties responsible, and what the party did or did not do that caused the delay, *i.e.*, specific work activities. The Design-Builder acknowledges that general statements are not sufficient, and do not provide the Owner with sufficient information to exercise the remedies available to the Owner or to mitigate the effects of the delay.

For example, if the Design-Builder claims a slow response time on submittals caused a delay, the Design-Builder must identify the specific submittals, all relevant dates, and then show on the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Also for example, if the Design-Builder claims it was delayed by another Contractor, the Design-Builder must identify the delaying Design-Builder, specifically what the delaying Contractor did or did not do that caused the delay, and then show the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Further by example, if the Design-Builder seeks an extension of time for unusually severe weather, the Design-Builder must submit comparative weather data along with a record of the actual weather at the job site and job site conditions.

6. Paragraph 6.4. Time is of the essence under the Contract Documents. If there is a delay, it is important to know what can be done to minimize the impact of the delay. It therefore is important that the Design-Builder provide specific recommendations on how to do so.
7. Paragraph 7. The Design-Builder must provide a specific and detailed breakdown of the additional compensation it seeks to recover. For future compensation, the Design-Builder shall provide its best estimate of such compensation.
8. Paragraph 8 and Acknowledgment. By submitting this Claim, the Design-Builder and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Design-Builder has complied fully with the Instructions, b) the information in this Claim Form is accurate, c) the Design-Builder is entitled to recover the compensation in paragraph 7, and d) the Design-Builder has not knowingly presented a false or fraudulent claim. The Design-Builder by its authorized representative must acknowledge this Statement of Claim before a notary public.

End of Instructions

Document 00 61 13.16 - Payment Bond Form
State of Ohio Standard Requirements
for Public Facility Construction



(Form of Payment Bond prescribed by Ohio Administrative Code Section 153:4-1-02)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned
_____, as Principal,
at _____ (Address)
and _____ as Surety, are hereby held
and firmly bound unto _____, as Obligee, in the penal
sum of _____ dollars, for the payment of which well and truly to be made, we jointly
and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

SIGNED AND SEALED this _____ day of _____, _____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named
Principal did on the _____ day of _____, _____, enter into a Contract with the
Obligee, which said Contract is made a part of this bond the same as though set forth herein and which is more
fully described as:

Project Number: _____

Project Name: _____

Contract Description: _____
(e.g., Construction Manager at Risk, Design-Build)

Now, if the above-named Principal shall pay all lawful claims of subcontractors, material suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any material supplier or laborer having a just claim, as well as for the Obligee(s) herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said Contract or in or to the Plans and Specifications therefore shall in any wise affect the obligations of said Surety on its bond, and said Surety hereby waives notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work or the Contract Documents, including without limitation the Plans and Specifications.

Standard Requirements

PRINCIPAL:

x _____

By: _____

Title: _____

SURETY:

x _____

By: _____
Attorney-in-Fact

SURETY INFORMATION:

Street

City State Zip

Telephone Number

SURETY AGENT'S INFORMATION:

Agency Name

Street

City State Zip

Telephone Number

END OF DOCUMENT

**Document 00 61 13.13 - Performance Bond Form
State of Ohio Standard Requirements
for Public Facility Construction**



(Form of Performance Bond prescribed by Ohio Administrative Code Section 153:4-1-02)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

_____, as Principal,
at _____ (Address)
and _____ as Surety, are hereby held
and firmly bound unto _____, as Obligee, in the penal
sum of _____ dollars, for the payment of which well and truly to be made, we jointly
and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

SIGNED AND SEALED this _____ day of _____, _____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named
Principal did on the _____ day of _____, _____, enter into a Contract with the
Obligee, which said Contract is made a part of this Bond the same as though set forth herein and which is more
fully described as:

Project Number: _____
Project Name: _____
Contract Description: _____
(e.g., Construction Manager at Risk, Design-Build)

Now, if the above-named Principal shall well and faithfully do and perform the things agreed by the
Principal to be done and performed according to the terms of said Contract then this obligation shall be void;
otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability
of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as
herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the
terms of said Contract or in or to the Plans and Specifications therefore shall in any way affect the obligations of
said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to
the terms of the Contract, the Work or the Contract Documents, including without limitation the Plans and
Specifications.

Standard Requirements

PRINCIPAL:

x _____

By: _____

Title: _____

SURETY:

x _____

By: _____
Attorney-in-Fact

SURETY INFORMATION:

Street

City State Zip

Telephone Number

SURETY AGENT'S INFORMATION:

Agency Name

Street

City State Zip

Telephone Number

END OF DOCUMENT

Exhibit 3

DESIGN BUILDER'S PROPOSAL

The Design-Builder's Proposal is incorporated by reference.

Exhibit 4

DESIGN BUILDER'S GMP PROPOSAL



City of North Royalton
New Admin Building Renovation

4/17/2014
North Royalton Admin Bld 04172014

04.14.2014										
City of North Royalton New City Hall		Base Budget Per HAI Docs				Alt Budget With V/E Items				Change
		1st Floor:		2nd Floor		1st Floor:		2nd Floor		
COST CODE		Quantity	unit	Unit Cost	16,252	Quantity	unit	Unit Cost	16,252	
		10000	General Conditions	5	MO	5.92%	\$168,828	5	MO	5.92%
20000	Existing Conditions				\$49,932				\$49,932	
30000	Concrete				\$43,200				\$43,200	
40000	Masonry				\$91,750				\$91,750	
50000	Steel				\$44,100				\$44,100	
60000	Carpentry				\$110,740				\$110,740	
70000	Thermal Moist Protect				\$259,148				\$259,148	
80000	Doors & Glass				\$256,885				\$256,885	
90000	Finishes				\$333,218				\$333,218	
100000	Specialties				\$24,650				\$24,650	
110000	Equipment				\$0				\$0	
120000	Furnishings				\$10,000				\$10,000	
130000	Special Constructions				\$0				\$0	
140000	Elevators				\$0				\$0	
210000	Fire Protection				\$0				\$0	
220000	Plumbing				\$70,882				\$70,882	
230000	HVAC				\$240,530				\$240,530	
260000	Electrical				\$363,036				\$363,036	
270000	Data Systems				\$96,883				\$96,883	
280000	Security Systems				\$32,504				\$32,504	
310000	Earth Work				\$45,000				\$45,000	
320000	Exterior Site Improvements				\$236,464				\$236,464	
330000	Utilities				\$57,925				\$57,925	
	Subtotal Cons Costs:			88.95%	\$2,535,674				\$2,535,674	\$0
880000	Preliminary Services				\$0				\$0	\$0
880000	Design Services Fee	\$2,850,688	%	3.00%	\$85,521	2,850,688	%	3.00%	\$85,521	\$0
880000	Preconstruction Fee	\$2,850,688	%	0.05%	\$1,425	2,850,688	%	0.05%	\$1,425	\$0
970000	Bonds	2,850,688	per/tho	1.20%	\$34,208	2,850,688	per/tho	1.20%	\$34,208	\$0
971000	General Liability Insurance	2,850,688	per/tho	\$0.0065	\$18,529	2,850,688	per/tho	\$0.0065	\$18,529	\$0
980000	Contingency	3.00%			\$80,261	3.00%			\$80,261	\$0
990000	Krill CM Fees	3.45%			\$95,069	3.45%			\$95,069	\$0
	Building Cons Est #1:				\$2,850,688				\$2,850,688	\$0
	Cost per Sq. Ft:				\$175.41				\$175.41	\$0.00

Exhibit 5

DESIGN DATA AND TECHNICAL REFERENCE DOCUMENTS

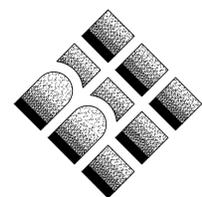
Design Build Renovation for the
Administrative Office Building
for the City of North Royalton

North Royalton, Ohio
Ohio

December 31, 2013

Design Build Criteria
Documents

Project No. 1319



Brandstetter Carroll Inc.
We Enhance Community & Quality of Life

LEXINGTON/CINCINNATI/CLEVELAND

Vicinity Map



SITE LOCATION
14600 State Road
North Royalton, OH 44133

General Code Data (2011 Ohio Building Code)

Construction Type: II B
 Use Group: Business (B) With non-separated use assembly (A-3)
 Occupant Load: 1st Floor: 524
 2nd Floor: 4 (storage/mechanical)
 Total: 410
 Building Height: Allowed: 55'-0"
 Actual: 22'-0"
 Building Stories: Allowed: 3
 Actual: 2
 Building Area: Allowed: Use Group B 23,000sf
 Use Group A-3 9,500sf
 Area Increase 17,200sf 7,125sf
 Total Allowed 40,200sf 16,625sf
 Actual 1st: 15,176sf
 Renovation: 2nd: 1,076sf
 Total: 16,252sf
 Fire Resistance Rating Requirements for Building:
 II B Primary Structure Frame 0
 Bearing Walls 0
 Non-bearing Walls (ext): 0
 Non-bearing Walls (int): 0
 Floor Construction & Secondary Members: 0
 Roof Construction & Secondary Members: 0
 Fire Sprinkler: Not provided
 Fire Alarm: To be provided in accordance with Ohio Building Code 2011 and NFPA
 Stairways: To Comply with Ohio Building Code Section 1009
 Doors: To Comply with Ohio Building Code Section 1008 and ADAAG
 Exit Signs: To Comply with Ohio Building Code Section 1011 and ADAAG
 Handrails and Guards: To Comply with Ohio Building Code Section 1012, 1013, and ADAAG
 Corridors: Provide 1-hr fire-resistance rating for corridors serving greater than 30 persons.
 Travel Distance: 200 feet for all 'B' uses
 200 feet for all 'A' uses (Council Chambers, Community Room)
 Number of Exits: 2 required
 5 provided
 Building to comply with Ohio Building Code Chapter 11, ICC A117.1 and ADAAG
 Number of Accessible Parking Spaces: 3
 Signage will comply with Ohio Building Code Section 1111, 3107, and ADAAG
 Interior Environment: To Comply with Ohio Building Code Chapter 12

Exterior Walls: To Comply with Ohio Building Code CH14 and 34
 Energy Efficiency: To Comply with Ohio Building Code, IECC, and ASHRAE 90.1
 Roof: To Comply with Ohio Building Code Chapter 15
 Structural Design: To Comply with Ohio Building Code Chapter 16-26 and 34
 Electrical Systems: To be per Ohio Building Code Chapter 27, and latest NFPA 70 and NEC Versions
 Mechanical Systems: To be per Ohio Building Code Chapter 28 and current versions of NFPA, IECC, International Mechanical Code, ASHRAE 90.1, International Fuel Gas Code
 Canopies and Awnings: To Comply with Ohio Building Code Section 3105
 Plumbing Systems: To Comply with Ohio Building Code Chapter 29 and International Plumbing Code

Plumbing Fixtures:
Minimum Number of Required Plumbing Fixtures

Classification Description	Required			Actual		
	M	F	UNI	M	F	UNI
Use Group B, Occupant Load 87 Water Closets (urinals) 1 per 50	1	1	-	4	4	-
Lavatories 1 per 80	1	1	-	3	3	-
Use Group A, Occupant Load 437 Water Closets (urinals) 1 per 125 male/ 1 per 65 female	2	4	-	4	4	-
Lavatories 1 per 200	2	2	-	3	3	-
Showers / Bathtubs		N/A				
Drinking Fountains 1 per 100 (1 @ 36" and 1 @ 39")			2			2
Service Sink 1 per floor			1			1

Index To Drawings

Sheet Number	Sheet Title
General	
0	Cover
G-100	General Information
Civil	
C-101	Site Layout Plan
C-102	Site Development Plan
Architectural	
A-101	Demolition Plan
A-102	Floor Plans
A-103	Roof Plan
A-104	Enlarged Plan, Schedules
A-105	Furniture Layout-For Reference Only
A-201	Exterior Elevations
A-301	Building Sections
A-601	Restroom Building Renovations
Mechanical / Electrical	
E-101	Lighting / Power Plan
M-101	Mechanical Diagram
M-102	Mechanical Zoning

Project Team

Criteria Architect:
 Brandstetter Carroll Inc.
 1220 W. Sixth Street, Suite 300
 Cleveland, OH 44113
 PH. (216) 241-4480

Mechanical, Electrical, Plumbing Engineer
 TEC Inc.
 33851 Curtis Blvd., Suite 216
 Eastlake, OH 44095
 PH. (440) 953-8760

Structural Engineer
 I.A. Lewin & Associates
 4110 Mayfield Rd
 South Euclid, OH 44121
 PH. (216) 291-3131

Owner:
 City of North Royalton
 13834 Ridge Road
 North Royalton, OH 44133
 PH. (440) 582-3000

Agencies / Utilities

North Royalton Building Department:
 11545 Royalton Road
 North Royalton, OH 44133
 PH. (440) 582-3000

Electrical Company:
 First Energy, The Illuminating Company

Water Company:
 City of Cleveland Water Department

Sanitary Sewer Company:
 Northeast Ohio Regional Sewer District

Gas Company:
 Dominion East Ohio Gas

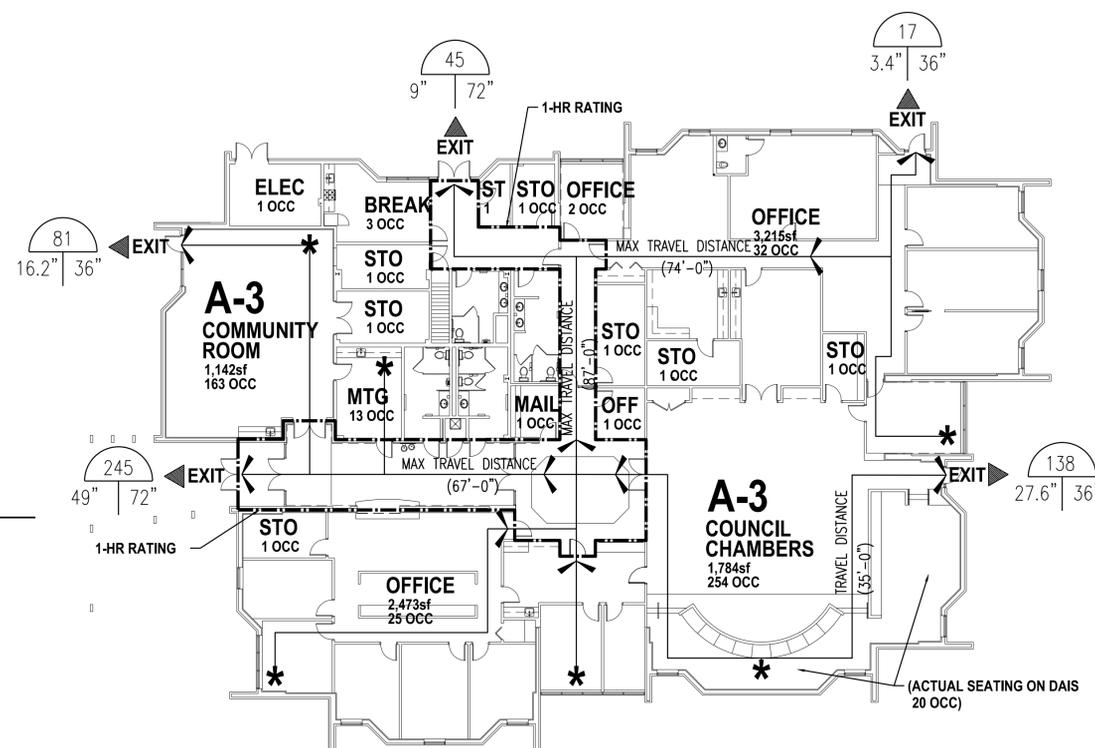
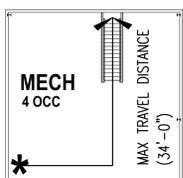
General Notes

- Contractor responsible for verifying all dimensions, elevations, inverts, benchmarks, utilities, & structural elements. Contractor shall adjust based on conditions as needed.
- All dimensions on new work to be finished materials.
- All dimensions to existing building elements to be field verified by contractor. Any discrepancies that affect intended design to be reviewed w/ owner & criteria architect.
- All doors and windows dimensioned on plans are rough openings. Sizes of doors and windows to be per door and window types.
- Owner has removed asbestos from interior of building. Areas of window caulking and glazing are known to include asbestos; remediation should be included as part of the window replacement in the RTP. Roof has not been tested and should have testing and remediation included in RFP. Contractor to notify criteria architect & owner immediately if any hazardous materials are uncovered in roof or anywhere else in project. Asbestos or any other hazardous materials shall be removed per all EPA, Federal, State, and local requirements.
- All interior partitions to have sound batt insulation full height of partition. Partitions to be braced to floor & structure.
- All penetrations in walls, roofs, floors, or shafts, to be sealed per code. Fire blocking to be provided as required by code.
- Contractor shall visit site and become familiar with existing conditions. Contractor responsible for removal, repair, & relocation of items not shown or identified in criteria documents.
- Contractor to locate & identify all utilities in areas of work.
- Interior signage shall be included for designation of all rooms, text/message, finish & colors as selected by owner & Criteria Architect. Braille & ADA symbol to be provided on areas required by ADAAG & OBC. Provide hours of operation, evacuation plaques, emergency egress signage, occupant load signs. Provide cast bronze plaque at main entry vestibule. Sign to be 24x30 & must have city official, criteria architect, design build firm at minimum. Confirm layout & requirements & names w/ owner before fabrication.
- Provide window treatments on all new and existing windows.
- Contractor to coordinate all utility shut downs w/ owner & property owners adjacent to project site to avoid and disruptions to their businesses.
- Contractor to coordinate w/ owner for special equipment & furnishing requirements & ensure proper rough-in, mechanical, plumbing, electrical, & communication coordination is completed & included in project, for these items.
- Provide all necessary lighting, egress lighting, exit signage, & night light fixtures. Tie-in to emergency generator power.
- All electric circuits to be 12" or more from any hot water piping & ducts as separation requirement.
- Provide & install complete access control & security & CCTV systems. Coordinate locations & areas w/ owner. Security monitoring to be monitored at xx. Access control & CCTV to have head-end equipment in SERVER ROOM 137.
- Provide grounding & lightning protection on new & existing buildings.
- Provide lighting for exterior building signage.
- All floor drains to have trap primers.
- All piping, conduit, & ductwork & equipment on exposed areas to be mounted as high as possible.
- All pipes, conduit, equipment & ductwork to be concealed in walls, above ceiling, & below floors.
- Contractor to include mold remediation should any be discovered. This is to be done per all EPA, Federal, State, and local requirements.
- Criteria Architect will provide full interior design services. Interior finish specifications are provided for pricing purposes. Criteria Architect and Owner will make final interior finish product and color selections.
- Furniture to be provided by Owner.

Contractor Responsibilities

- All work to comply with current editions of: International Building Code (IBC) / Ohio Building Code (OBC), OBC Chapter 32 and 33, OSHA, Department of Justice ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), NFPA, NEC, International Mechanical Code (IMC), International Energy Conservation Code (IECC), International Fuel Gas Code (IFGC), and all other State and Local codes having Jurisdiction.
- Contractor to do a full structural analysis prior to constructing or modifying any elements for the project. Contractor should investigate existing conditions and assume all Criteria information as Criteria only and should validate any loading, code requirements, existing descriptions, and new work will work with existing conditions and structural integrity of the building.
- Contractor to design all area, materials, & systems to comply w/ City of North Royalton Agencies.
- Contractor to obtain all permits & approvals for all systems & building per state & local codes.
- For special inspections & quality assurance as per Ohio Build Code.

Second Floor



First Floor

Egress Diagram

INFORMATION INDICATED ON THIS DRAWING ARE MINIMUM REQUIREMENTS. DESIGN BUILD CONTRACTOR TO MAKE ANY AND ALL NECESSARY ADJUSTMENTS AS REQUIRED FOR COMPLETE OPERATIONAL & CODE COMPLIANT PROJECT. ACCOMMODATE THE INTENT & DESIGN CRITERIA HERE & IN SPECIFICATIONS.

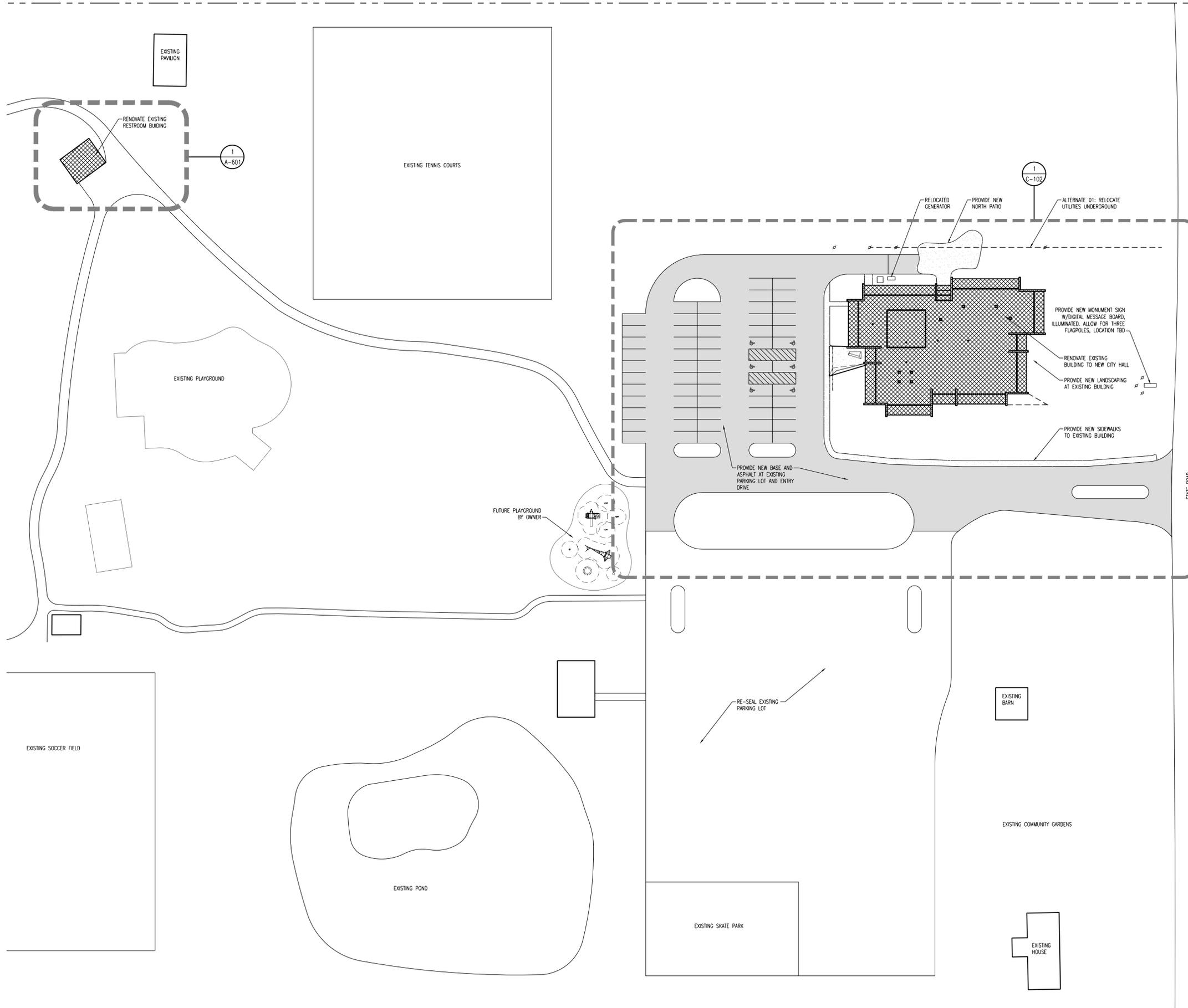
Revisions

Brandstetter Carroll Inc.
 ARCHITECTS
 CINCINNATI
 ENGINEERS
 CLEVELAND
 PLANNERS
 1220 West 6th Street, Suite 300, Cleveland, Ohio 44113
 (216) 241-4480

City of North Royalton
ADMINISTRATIVE OFFICE BUILDING
 North Royalton, Ohio
GENERAL INFORMATION

DESIGN CRITERIA: NOT FOR CONSTRUCTION

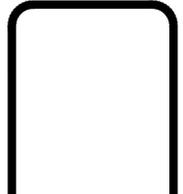
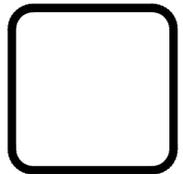
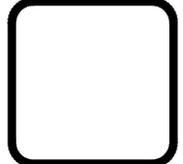
Number: 1319.00	Date: 12/31/13
Drawn By: NKN	Checked By:
G-100	



GENERAL NOTES

1. PRIOR TO STARTING ANY DEMOLITION OR CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL LOCATE AND IDENTIFY ALL UTILITIES. DISCONNECT AND CAP OR RE-ROUTE ANY EXISTING SYSTEMS NOT BEING USED AS PART OF NEW WORK.
2. EXISTING STREET ACCESS AND SOUTH PARKING LOT TO BE MAINTAINED DURING ALL CONSTRUCTION PHASES. CONTRACTOR SHALL REVIEW WITH CITY AND DETERMINE ANY SPECIAL REQUIREMENTS.
3. UTILITY ENTRY LOCATIONS TO BE REVIEWED WITH LOCAL UTILITY AGENCIES AND APPROVED BEFORE ANY DEMOLITION OR NEW WORK IS CONDUCTED.
4. EXISTING GRADES, UTILITIES, AND EQUIPMENT SHOWN ARE BASED ON OWNER PROVIDED INFORMATION. ACTUAL GRADES, UTILITIES, AND EQUIPMENT TO BE VERIFIED BY CONTRACTOR.
5. CONTRACTOR IS RESPONSIBLE FOR DISPOSAL OF EXCESS MATERIAL AND DEBRIS AS PER LOCAL RULES AND REGULATIONS.
6. ALL SIDEWALKS TO HAVE 1/4-INCH PER 1-FOOT CROSS SLOPE AWAY FROM BUILDING. SLOPE OF LESS THAN 2-PERCENT IS REQUIRED IN PATH OF TRAVEL. PROVIDE ADA CURB RAMPS AND TACTILE WARNING STRIPS WHERE REQUIRED BY ACCESSIBILITY CODES AND STANDARDS AND LOCAL AND STATE JURISDICTIONS.
7. ALL PAVED AREAS TO HAVE 2-PERCENT MAXIMUM SLOPE IN ANY DIRECTION FOR POSITIVE DRAINAGE AWAY FROM BUILDING AND TO DRAINS.
8. ALL NEW PARKING AREAS TO BE STRIPED, INCLUDING HANDICAP MARKING.
9. PROVIDE HANDICAP ACCESSIBLE SIGNS, INCLUDING HANDICAP VAN SIGNS, WHERE APPLICABLE. AT LEAST ONE VAN ACCESSIBLE SPACE AND FIVE STANDARD ACCESSIBLE SPACES SHOULD BE PROVIDED.
10. ALL NEW/REPLACEMENT CURBS SHALL MEET STATE OF OHIO DEPARTMENT OF TRANSPORTATION AND CITY OF NORTH ROYALTON STANDARDS.
11. PROVIDE SITE LIGHTING AS REQUIRED FOR 5 FOOTCANDLE MINIMUM AND 10 FOOTCANDLE MAXIMUM IN NEW PARKING LOT AND SIDEWALK AREAS.
12. PROVIDE PRECAST PARKING BUMPERS AT ALL PARKING SPACES NEAR SIDEWALKS OR ADJACENT TO BUILDINGS.
13. PIPE BOLLARDS TO BE PROVIDED AS NEEDED OR REQUIRED FOR PROTECTION OF EQUIPMENT THAT COULD BE DAMAGED BY VEHICULAR TRAFFIC.
14. CONTRACTOR TO PROTECT ALL EXISTING BUILDINGS, EQUIPMENT, VEHICLES, WALKWAYS, AND PEDESTRIANS DURING DEMOLITION AND CONSTRUCTION ACTIVITIES TO PREVENT DAMAGE, EXCESS DUST AND DEBRIS, INJURY, ODOR, MOISTURE, AND NOISE.
15. EXAMINE SITE CONDITIONS PRIOR TO START OF ELECTRICAL, PLUMBING, STORM, OR SANITARY WORK. COORDINATE WITH LOCAL UTILITIES ON BACKFILL AND TRENCHING REQUIREMENTS, EQUIPMENT PAD REQUIREMENTS, AND DEPTH REQUIREMENTS.
16. AFTER INSTALLATION OF UTILITIES, CONDUIT PIPING, AND INSPECTIONS, BACKFILL EXCAVATIONS WITH REQUIRED GRANULAR OR BEDDING MATERIALS. REPLACE GRANULAR BASE, ASPHALT, OR CONCRETE PAVING. REPLACE TOPSOIL, GRADING, GRASS TO MEET QUALITY OF ADJACENT EXISTING MATERIALS AND GRADE.
17. ALL GROUND MOUNTED EQUIPMENT SHALL BE INSTALLED ON AND ANCHORED TO CONCRETE PAD WITH REINFORCING.
18. CONTRACTOR TO ROUTE NEW SERVICES FROM BUILDING ENTRY LOCATIONS TO EXISTING SERVICES PER STATE AND LOCAL AGENCY REQUIREMENTS.
19. CONTRACTOR TO NOTIFY CITY AND ADJACENT PROPERTY OWNERS OF UTILITY SWITCHOVERS, SHUTDOWNS, INTERRUPTIONS, OR DISRUPTIONS OF SERVICES 7 DAYS PRIOR TO START OF SCHEDULED WORK.

Revisions



Brandstetter Carroll Inc.
 LEONINGTON CINCINNATI CLEVELAND
 ARCHITECTS ENGINEERS PLANNERS
 1220 West 6th Street, Suite 300, Cleveland, Ohio 44113
 (216) 341-4480

City of North Royalton
ADMINISTRATIVE OFFICE BUILDING
 North Royalton, Ohio
SITE LAYOUT PLAN

Number: 1319.00 Date: 12/31/13
 Drawn By: NKN Checked By:
C-101

1 Site Layout Plan
 1"=40'

INFORMATION INDICATED ON THIS DRAWING ARE MINIMUM REQUIREMENTS. DESIGN BUILD CONTRACTOR TO MAKE ANY AND ALL NECESSARY ADJUSTMENTS AS REQUIRED FOR COMPLETE OPERATIONAL & CODE COMPLIANT PROJECT. ACCOMMODATE THE INTENT & DESIGN CRITERIA HERE & IN SPECIFICATIONS.

DESIGN CRITERIA: NOT FOR CONSTRUCTION



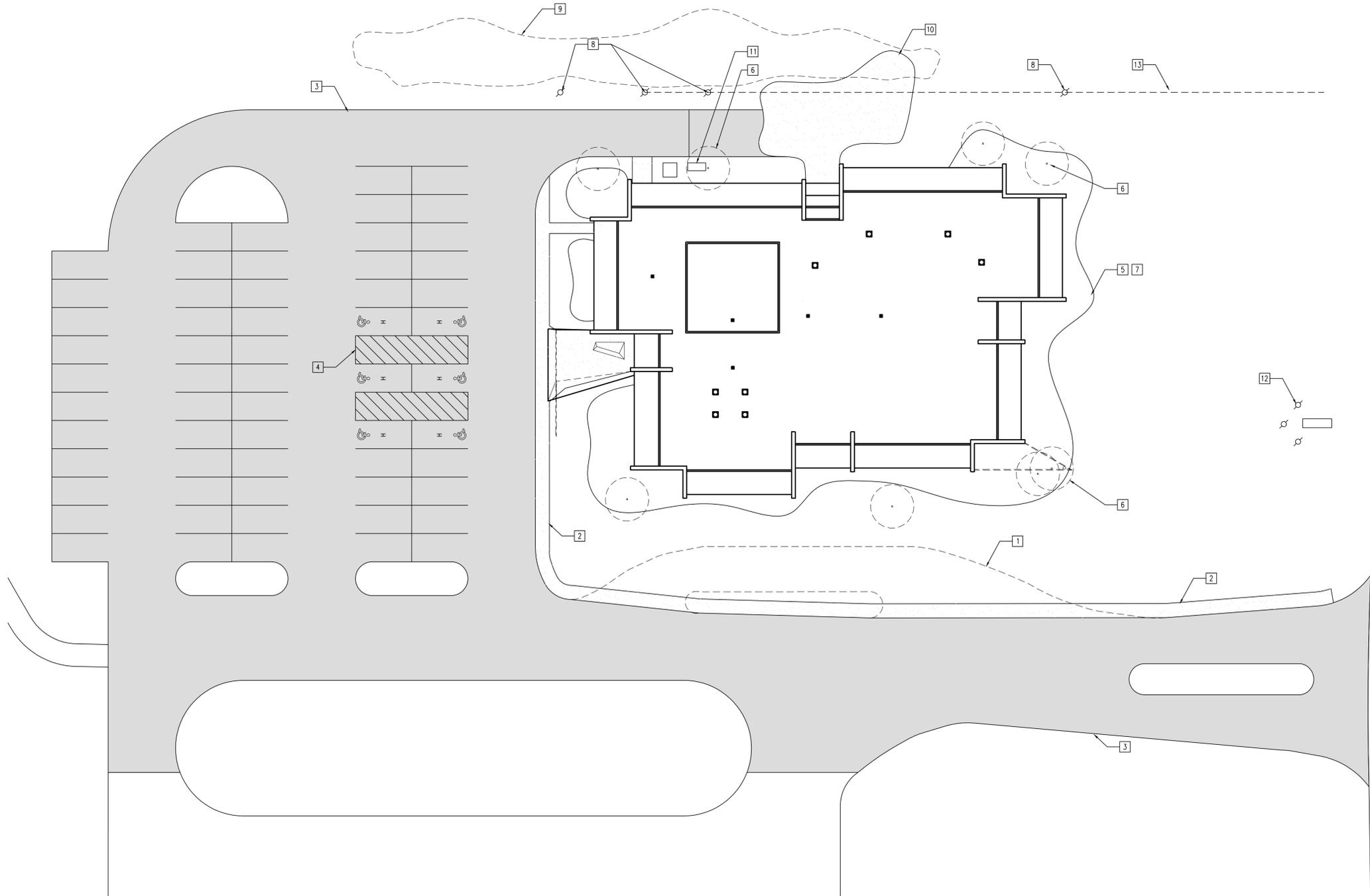
SITE PLAN NOTES

X

1. REMOVE EXISTING DRIVEWAY PULL OFF AND SIDEWALK.
2. PROVIDE NEW SIDEWALK AND ENTRY WALKWAYS.
3. REMOVE EXISTING ASPHALT PAVEMENT AND REPLACE WITH NEW BASE AND ASPHALT PAVEMENT.
4. PROVIDE SIX HANDICAPPED ACCESSIBLE PARKING SPACES WITH REQUIRED MARKING AND SIGNAGE.
5. REMOVE ALL EXISTING LANDSCAPE MATERIAL SURROUNDING THE BUILDING.
6. REMOVE TREES AS REQUIRED/REQUESTED BY OWNERS.
7. PROVIDE NEW LANDSCAPE DESIGN AND ALL PLANTS/TURF ASSOCIATED WITH THE NEW DESIGN.
8. EXISTING UTILITY POLE TO REMAIN.
9. REMOVE/THIN VEGETATION ALONG PROPERTY LINE.
10. NEW NORTH PATIO APPROXIMATELY 2,000 S.F. PROVIDE DESIGN AND CONSTRUCTION.
11. GENERATOR RELOCATED FROM CURRENT CITY HALL.
12. PROVIDE NEW MONUMENT SIGN W/DIGITAL MESSAGE BOARD, ILLUMINATED. ALLOW FOR THREE FLAGPOLES. LOCATION TBD.
13. ALTERNATE 01: RELOCATE UTILITIES UNDERGROUND.

GENERAL NOTES

1. PRIOR TO STARTING ANY DEMOLITION OR CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL LOCATE AND IDENTIFY ALL UTILITIES. DISCONNECT AND CAP OR RE-ROUTE ANY EXISTING SYSTEMS NOT BEING USED AS PART OF NEW WORK.
2. EXISTING STREET ACCESS AND SOUTH PARKING LOT TO BE MAINTAINED DURING ALL CONSTRUCTION PHASES. CONTRACTOR SHALL REVIEW WITH CITY AND DETERMINE ANY SPECIAL REQUIREMENTS.
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6. ALL SIDEWALKS TO HAVE 1/4-INCH PER 1-FOOT CROSS SLOPE AWAY FROM BUILDING. SLOPE OF LESS THAN 2-PERCENT IS REQUIRED IN PATH OF TRAVEL. PROVIDE ADA CURB RAMP AND TACTILE WARNING STRIPS WHERE REQUIRED BY ACCESSIBILITY CODES AND STANDARDS AND LOCAL AND STATE JURISDICTIONS.
7. ALL PAVED AREAS TO HAVE 2-PERCENT MAXIMUM SLOPE IN ANY DIRECTION FOR POSITIVE DRAINAGE AWAY FROM BUILDING AND TO DRAINS.
8. ALL NEW PARKING AREAS TO BE STRIPED, INCLUDING HANDICAP MARKING.
9. PROVIDE HANDICAP ACCESSIBLE SIGNS, INCLUDING HANDICAP VAN SIGNS, WHERE APPLICABLE. AT LEAST ONE VAN ACCESSIBLE SPACE AND TWO STANDARD ACCESSIBLE SPACES SHOULD BE PROVIDED.
10. ALL NEW/REPLACEMENT CURBS SHALL MEET STATE OF OHIO DEPARTMENT OF TRANSPORTATION AND CITY OF NORTH ROYALTON STANDARDS.
11. PROVIDE SITE LIGHTING AS REQUIRED FOR 5 FOOTCANDLE MINIMUM AND 10 FOOTCANDLE MAXIMUM IN NEW PARKING LOT AND SIDEWALK AREAS.
12. PROVIDE PRECAST PARKING BUMPERS AT ALL PARKING SPACES NEAR SIDEWALKS OR ADJACENT TO BUILDINGS.
13. PIPE BOLLARDS TO BE PROVIDED AS NEEDED OR REQUIRED FOR PROTECTION OF EQUIPMENT THAT COULD BE DAMAGED BY VEHICULAR TRAFFIC.
14. CONTRACTOR TO PROTECT ALL EXISTING BUILDINGS, EQUIPMENT, VEHICLES, WALKWAYS, AND PEDESTRIANS DURING DEMOLITION AND CONSTRUCTION ACTIVITIES TO PREVENT DAMAGE, EXCESS DUST AND DEBRIS, INJURY, ODOR, MOISTURE, AND NOISE.
15. EXAMINE SITE CONDITIONS PRIOR TO START OF ELECTRICAL, PLUMBING, STORM, OR SANITARY WORK. COORDINATE WITH LOCAL UTILITIES ON BACKFILL AND TRENCHING REQUIREMENTS, EQUIPMENT PAD REQUIREMENTS, AND DEPTH REQUIREMENTS.
16. AFTER INSTALLATION OF UTILITIES, CONDUIT PIPING, AND INSPECTIONS, BACKFILL EXCAVATIONS WITH REQUIRED GRANULAR OR BEDDING MATERIALS. REPLACE GRANULAR BASE, ASPHALT, OR CONCRETE PAVING. REPLACE TOPSOIL, GRADING, GRASS TO MEET QUALITY OF ADJACENT EXISTING MATERIALS AND GRADE.
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18. CONTRACTOR TO ROUTE NEW SERVICES FROM BUILDING ENTRY LOCATIONS TO EXISTING SERVICES PER STATE AND LOCAL AGENCY REQUIREMENTS.
19. CONTRACTOR TO NOTIFY CITY AND ADJACENT PROPERTY OWNERS OF UTILITY SWITCHOVERS, SHUTDOWNS, INTERRUPTIONS, OR DISRUPTIONS OF SERVICES 7 DAYS PRIOR TO START OF SCHEDULED WORK.
20. ALTERNATE 01: RELOCATE UTILITIES UNDERGROUND.



Revisions	

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Brandstetter Carroll Inc.
LEONINGTON CINCINNATI CLEVELAND
ARCHITECTS ENGINEERS PLANNERS
 1220 West 6th Street, Suite 300, Cleveland, Ohio 44113
 (216) 341-4480

City of North Royalton
ADMINISTRATIVE OFFICE BUILDING
 North Royalton, Ohio
SITE DEVELOPMENT PLAN

Number: 1319.00	Date: 12/31/13
Drawn By: NKN	Checked By:

C-102

INFORMATION INDICATED ON THIS DRAWING ARE MINIMUM REQUIREMENTS. DESIGN BUILD CONTRACTOR TO MAKE ANY AND ALL NECESSARY ADJUSTMENTS AS REQUIRED FOR COMPLETE OPERATIONAL & CODE COMPLIANT PROJECT. ACCOMMODATE THE INTENT & DESIGN CRITERIA HERE & IN SPECIFICATIONS.

DESIGN CRITERIA: NOT FOR CONSTRUCTION

Site Development Plan
 1"=20'

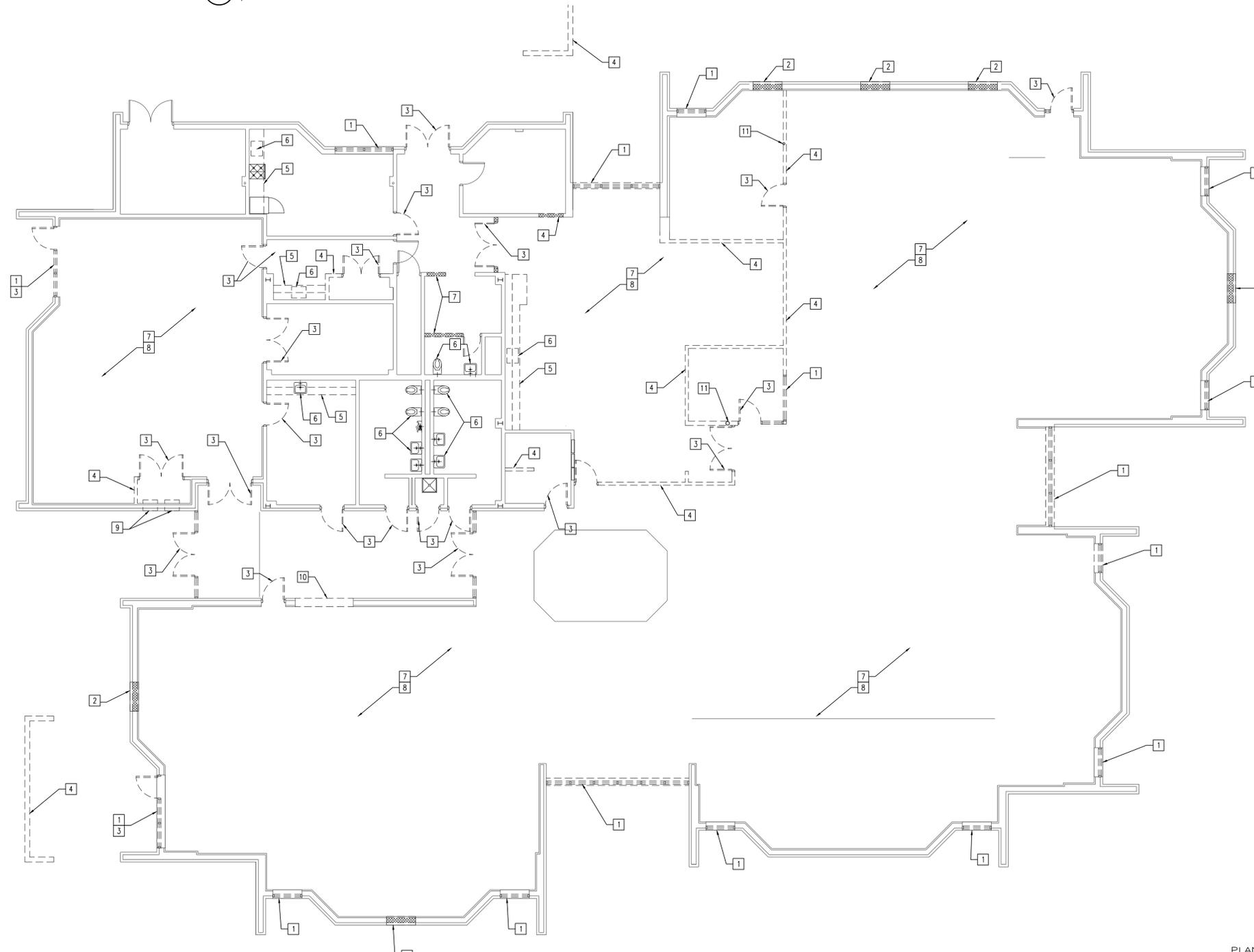
DEMOLITION PLAN NOTES

X

1. REMOVE WINDOWS. SEE GENERAL NOTE #5, SHEET G-100, REGARDING ASBESTOS CONTAINING MATERIAL.
2. REMOVE PORTION OF WALL FOR NEW WINDOW.
3. REMOVE DOORS.
4. REMOVE WALLS.
5. REMOVE MILLWORK.
6. REMOVE PLUMBING FIXTURES.
7. REMOVE ALL INTERIOR FLOORING FINISHES - ENTIRE BUILDING.
8. REMOVE ALL CEILING SYSTEMS, LIGHT FIXTURES, AND SOFFITS - ENTIRE BUILDING.
9. REMOVE BOOK PROP - PATCH WALL WITH MATERIALS TO MATCH.
10. REMOVE DISPLAY CASE.
11. STRUCTURAL POST TO REMAIN.
12. REMOVE/REPLACE CURB AS REQUIRED FOR NEW MECHANICAL EQUIPMENT.

Revisions

2 Second Floor Demolition Plan
1/8"=1'-0"



GENERAL NOTES

1. ALL DIMENSIONS FINISH TO FINISH, U.N.O.
2. ROOM #'S FOR CONSTRUCTION PURPOSES ONLY.
3. ALL DOORS ARE TO BE 4" OFF OF FINISH WALL MATERIAL FROM HINGE SIDE, U.N.O.
4. PRIOR TO STARTING ANY DEMOLITION OR CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL LOCATE & IDENTIFY ALL INTERIOR PIPING, DUCTWORK, CONDUITS, & OTHER UTILITY ITEMS. DISCONNECT, CAP, ABANDON OR REMOVE ITEMS NOT BEING USED IN NEW WORK BEHIND WALLS, BELOW FLOOR, ABOVE CEILING SO TO NOT BE VISIBLE.
5. CONTRACTOR TO PROTECT FROM DAMAGE ALL EXISTING ITEMS TO REMAIN OR ITEMS SALVAGED FOR REUSE.
6. CONTRACTOR TO PATCH & REPAIR ANY ITEMS DAMAGED DURING CONSTRUCTION ACTIVITIES TO FINISH STATE & MATCHING ADJACENT MATERIALS.
7. CONTRACTOR TO REMOVE ALL EXISTING LIGHTING, PLUMBING FIXTURES, MECHANICAL EQUIPMENT, EXPOSED PIPING, DUCTWORK, CONDUITS, WIRING, SIGNAGE, & ITEMS FASTENED TO WALLS, FLOORS, OR CEILINGS & DISCARD OF THEM IN LAWFUL MANNER.
8. ALL CASEWORK, COUNTERS, ADA ACCESSORIES ARE BY CONTRACTOR.
9. ALL OFFICE FURNITURE, BUILDING FURNISHINGS, APPLIANCES, & FILES ARE BY OWNER, UNLESS NOTED OTHERWISE.
10. PROVIDE & INSTALL BLOCKING IN WALL FOR EQUIPMENT, FIXTURES, ACCESSORIES AS REQUIRED, COORDINATE W/ OWNER FOR SPECIALTY & OWNER PROVIDED EQUIPMENT.
11. PROVIDE REMOVABLE TEES IN CEILING WHERE ACCESS IS NEEDED TO EQUIPMENT, PIPING, OR OTHER ITEMS ABOVE CEILING. PROVIDE ADDRESS PANELS/HATCHES AS NECESSARY FOR SERVICE/INSPECTION IF ABOVE CEILING ITEMS.
12. CONTRACTOR TO PROVIDE ALL ACCESSORIES FOR ALL RESTROOMS. THIS INCLUDES BUT IS NOT LIMITED TO GRAB BARS, MIRRORS, TOILET PAPER DISPENSERS, PIPE WRAP, TRASH RECEPTACLES, & PAPER TOWEL DISPENSERS. (INCLUDE BABY CHANGING STATIONS IN PUBLIC RESTROOMS ONLY).

LEGEND

- WALLS, MILLWORK, FIXTURES TO BE DEMOLISHED
- ▭ EXISTING WALLS/ EQUIPMENT
- ▨ EXISTING CMU WALL
- ▬ NEW METAL STUDS WITH BATT INSULATION AND 1/2" TYPE 'X' GYPSUM BOARD BOTH SIDES. EXTEND ABOVE FINISHED CEILING.
- ▬ NEW METAL STUDS WITH BATT INSULATION AND 1/2" TYPE 'X' GYPSUM BOARD BOTH SIDES. EXTEND WALLS AND GYPSUM BOARD TO STRUCTURE ABOVE.
- 1/2" METAL FURRING CHANNELS WITH INSULATION 5/8" TYPE 'X' GYPSUM BOARD, U.N.O. FURRING, INSULATION, AND GYPSUM BOARD TO BE FULL HEIGHT.
- DOOR TYPE: (XXX) DOOR NUMBER
- ROOM NAME: (XXX) ROOM FINISH ROOM NUMBER
- WINDOW TYPE: (A)
- SECURE DOOR: (S)
- BULLET PROOF: (BP)

1 First Floor Demolition Plan
1/8"=1'-0"



INFORMATION INDICATED ON THIS DRAWING ARE MINIMUM REQUIREMENTS. DESIGN BUILD CONTRACTOR TO MAKE ANY AND ALL NECESSARY ADJUSTMENTS AS REQUIRED FOR COMPLETE OPERATIONAL & CODE COMPLIANT PROJECT. ACCOMMODATE THE INTENT & DESIGN CRITERIA HERE & IN SPECIFICATIONS.

Brandstetter Carroll Inc.
LEAKINGTON CINCINNATI CLEVELAND
ARCHITECTS ENGINEERS PLANNERS
1220 West 6th Street, Suite 300, Cleveland, Ohio 44113
(216) 241-4480

City of North Royalton
ADMINISTRATIVE OFFICE BUILDING
North Royalton, Ohio
DEMOLITION PLAN

DESIGN CRITERIA: NOT FOR CONSTRUCTION

Number: 1319.00	Date: 12/31/13
Drawn By: NKN	Checked By:

A-101

ROOF PLAN CODED NOTES

X

1. LINE OF FORMER ROOF EDGE
2. LINE OF NEW EXTENDED ROOF EDGE
3. NEW METAL ROOF
4. NEW MODIFIED BITUMINOUS ROOF
5. NEW TUBULAR SKYLIGHT
6. EXISTING ROOF DRAIN
7. NEW ENTRY CANOPY

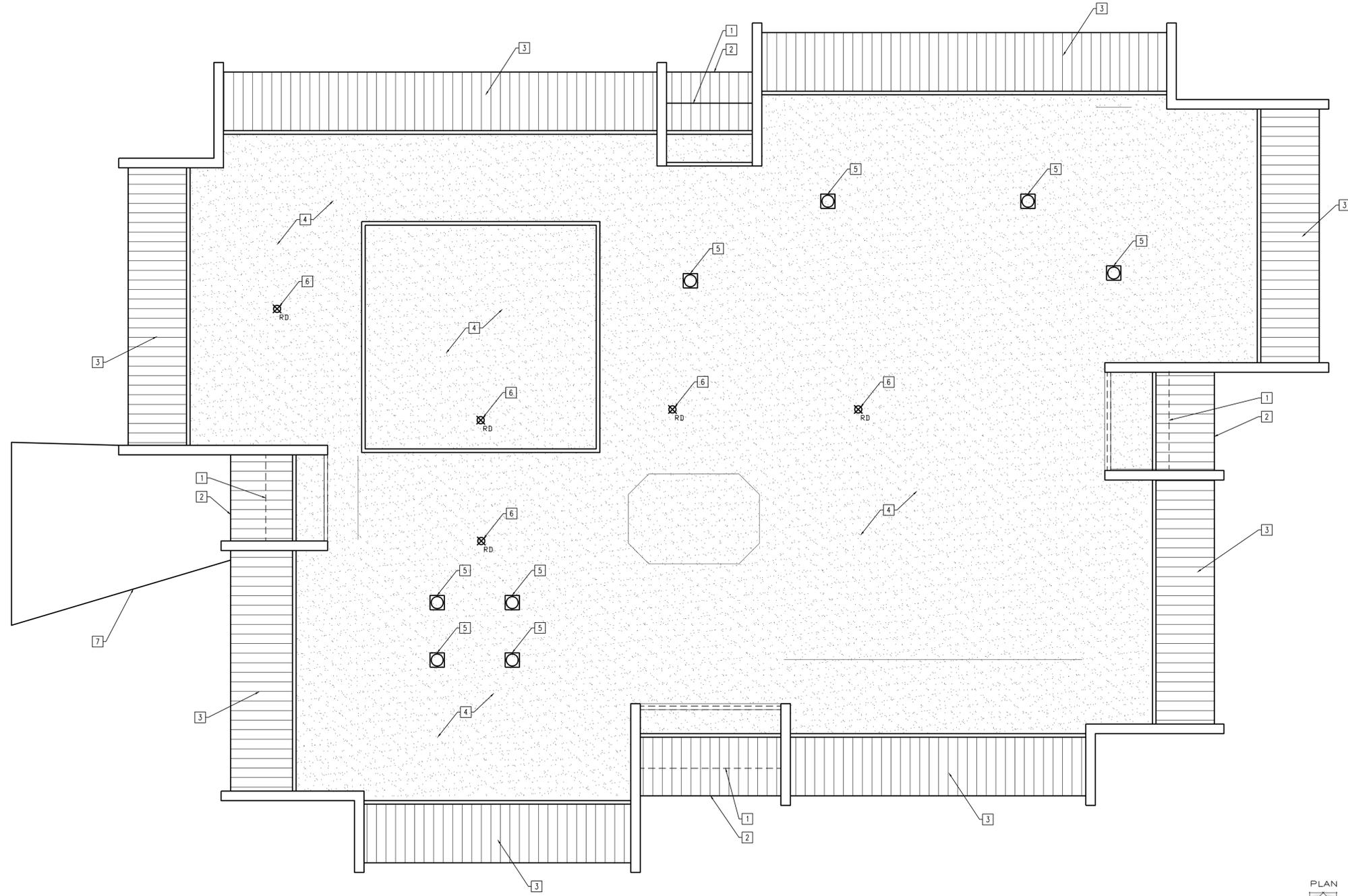
Revisions	

GENERAL NOTES

1. CONTRACTOR TO REMOVE & REPLACE ALL EXISTING COPINGS, ROOF FLASHING, CHIMNEY & PENETRATION FLASHINGS, ROOF MEMBRANE AND SUBSTRATES & REPLACE IN THEIR ENTIRETY PER DESIGN CRITERIA. PROVIDE NECESSARY DRAINAGE CRICKETS, DOWNSPOUTS & GUTTERS.
2. ROOF HAS NOT BEEN TESTED FOR ASBESTOS AND SHOULD HAVE TESTING AND REMEDIATION INCLUDED IN RFP. CONTRACTOR TO NOTIFY CRITERIA ARCHITECT AND OWNER IMMEDIATELY IF ANY HAZARDOUS MATERIALS ARE UNCOVERED IN ROOF OR ANYWHERE ELSE IN PROJECT. ASBESTOS OR ANY OTHER HAZARDOUS MATERIALS SHALL BE REMOVED PER ALL EPA, FEDERAL, STATE, AND LOCAL REQUIREMENTS.
3. ALL ROOF PENETRATIONS TO BE SEALED & FLASHED APPROPRIATELY & PER LOCAL CODE AUTHORITY.
4. VENTS & EXHAUSTS TO BE EXTENDED ABOVE ROOF PER CODE REQUIREMENTS.
5. REMOVE ALL EXISTING EQUIPMENT, DEBRIS, & TRASH FROM ROOF & ATTIC.
6. PATCH & REPAIR MASONRY PARAPETS & WALLS BOTH SIDES.
7. REPAIR & REFLASH ALL EXISTING PENETRATIONS. IF NOT REUSED REMOVE & PATCH & REPAIR OPENING & SEAL PRIOR TO REROOFING.
8. ALL DOWNSPOUTS TO BE TAKEN TO BELOW GRADE STORM SEWER SYSTEM.
9. CONTRACTOR TO PROVIDE AND INSTALL ROOF CURBS FOR ANY ROOF EQUIPMENT ESPECIALLY HVAC UNITS. CONTRACTOR TO PROPERLY FLASH CURBS.
10. ANY ROOF PENETRATIONS ARE TO HAVE STRUCTURAL LOADING REQUIREMENTS REVIEWED AND COORDINATED WITH EXISTING STRUCTURAL SYSTEMS. ANY AND ALL MODIFICATIONS TO MEET BUILDING LOAD REQUIREMENTS PER SUMMARY OF WORK AND OHIO BUILDING CODE ARE TO BE MADE.

LEGEND

-  NEW METAL ROOF
-  NEW MODIFIED BITUMINOUS ROOF
-  NEW TUBULAR SKYLIGHT
-  EXISTING ROOF DRAIN



1 Roof Plan
1/8"=1'-0"

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DESIGN CRITERIA: NOT FOR CONSTRUCTION

City of North Royalton
ADMINISTRATIVE OFFICE BUILDING
North Royalton, Ohio
ROOF PLAN

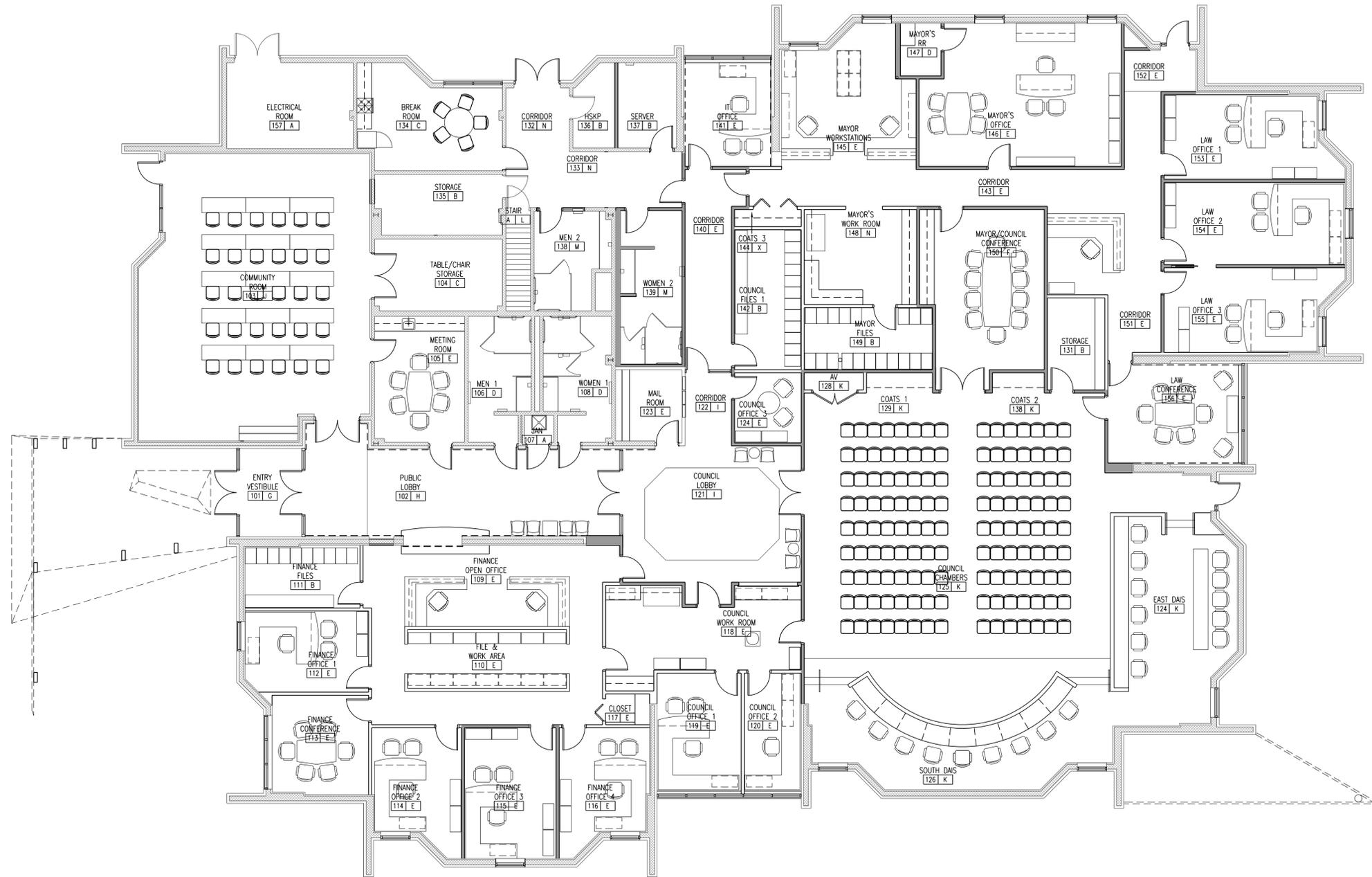
Brandstetter Carroll Inc.
LEONINGTON CINCINNATI CLEVELAND
ARCHITECTS ENGINEERS PLANNERS
1220 West 6th Street, Suite 300, Cleveland, Ohio 44113
(216) 241-4460

Number: 1319.00	Date: 12/31/13
Drawn By: NKN	Checked By:
A-103	

GENERAL NOTES

1. FURNITURE PROVIDED BY OWNER. SHOWN FOR REFERENCE ONLY.

Revisions	



1 Furniture Layout
1/8"=1'-0"



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City of North Royalton
ADMINISTRATIVE OFFICE BUILDING
North Royalton, Ohio
FURNITURE LAYOUT FOR REFERENCE ONLY

Number: 1319.00	Date: 12/31/13
Drawn By: NKN	Checked By:

A-105

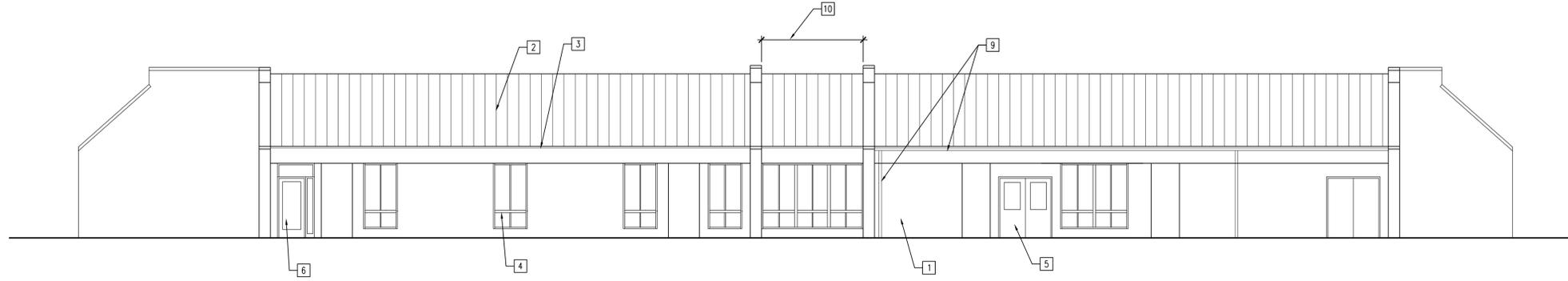
Brandstetter Carroll Inc.
LEONINGTON CINCINNATI CLEVELAND
ARCHITECTS ENGINEERS PLANNERS
1220 West 6th Street, Suite 300, Cleveland, Ohio 44113
(216) 341-4480

ELEVATION CODED NOTES

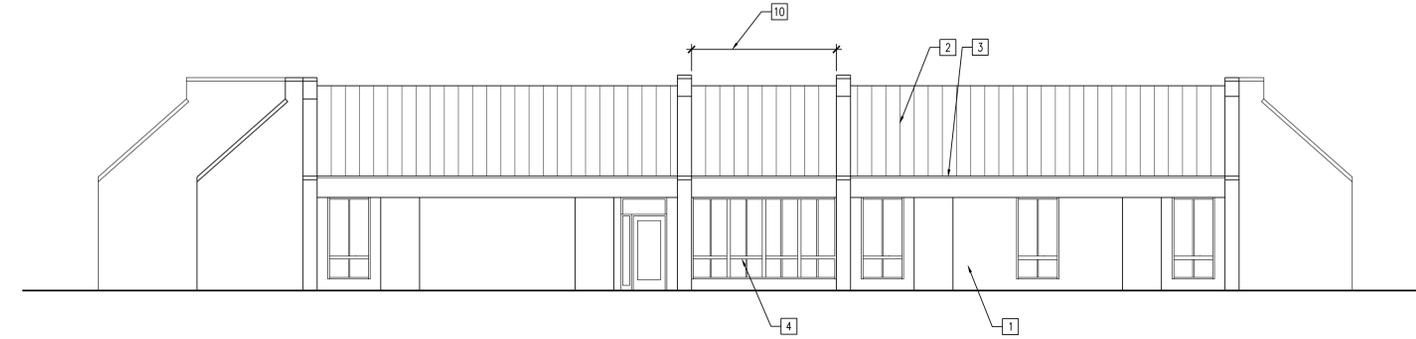
X

1. CLEAN ALL MASONRY AND REPOINT ALL MASONRY JOINTS
2. NEW METAL ROOFING
3. NEW METAL FASCIA
4. NEW METAL WINDOWS THROUGHOUT
5. NEW DOORS
6. NEW ALUM ENTRANCE
7. NEW METAL ENTRANCE CANOPY
8. NEW SIGNAGE STRUCTURE/FLAGPOLE
9. NEW GUTTER AND DOWNSPOUTS
10. PORTION OF WALLS AND ROOF EXTENDED - SEE FLOOR PLAN
11. SKYLIGHT IN ENTRY CANOPY

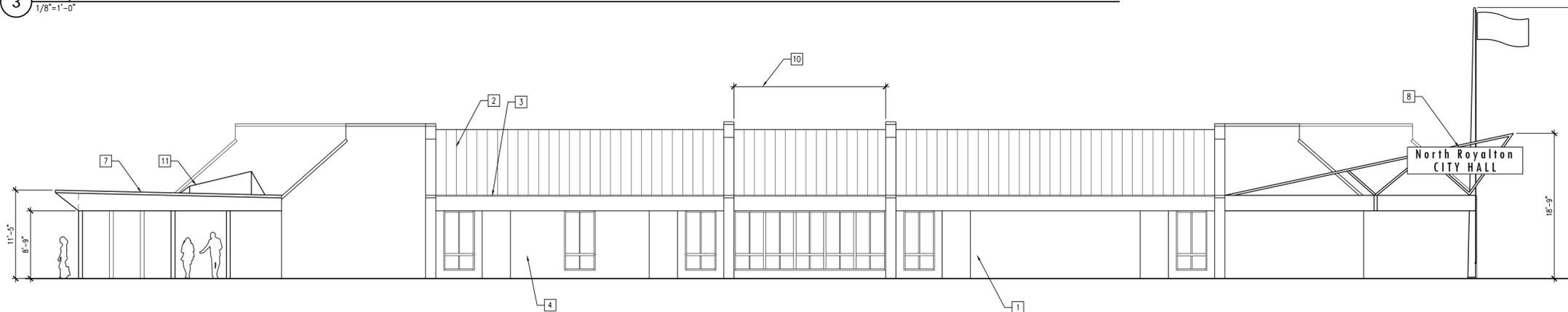
Revisions	



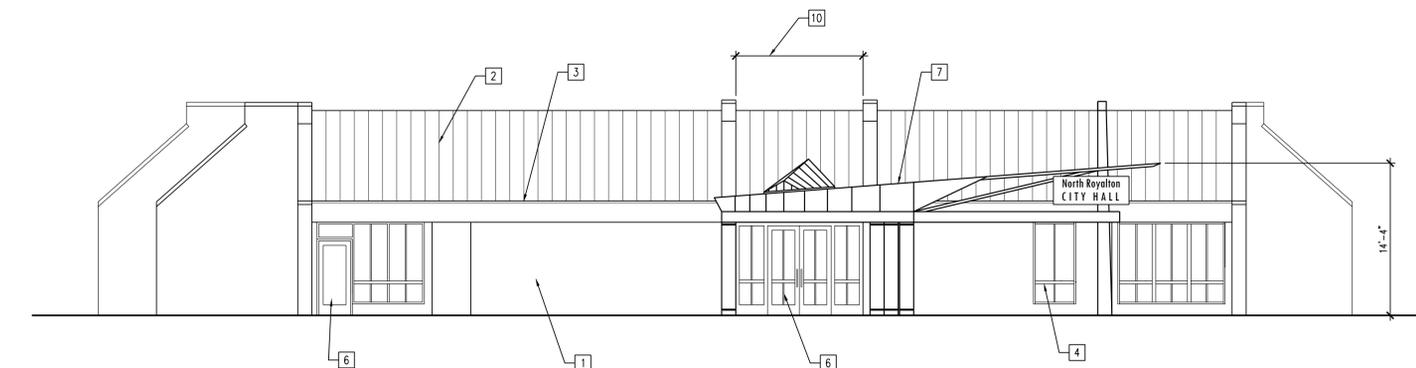
4 Proposed North Elevation
1/8"=1'-0"



3 Proposed East Elevation
1/8"=1'-0"



2 Proposed South Elevation
1/8"=1'-0"



1 Proposed West Elevation
1/8"=1'-0"

GENERAL NOTES

1. PROVIDE ALL FLASHINGS, JOINTS, SEALANTS, CLOSURES, FILLERS AS REQUIRED @ JUNCTION OF NEW MATERIAL & EXISTING MATERIALS.
2. CONTRACTOR TO REPAIR MASONRY AND STONE. REPLACEMENT OF BRICK UNITS SHOULD BE DONE WITH MATCHING SALVAGED MATERIAL FROM THE EXISTING STRUCTURE OR OTHER SOURCES. REPOINT MASONRY MORTAR JOINTS. COLOR, TEXTURE, AND COMPOSITION OF THE MORTAR SHOULD MATCH THE ORIGINAL CONSTRUCTION. TEST MORTAR MIXES TO ACHIEVE LIKE COMPOSITION AND COLOR TO EXISTING BEFORE POINTING.
3. CONTRACTOR TO REPLACE EXISTING METAL WINDOWS. EXTERIOR WINDOWS TO HAVE INSULATED GLAZING. THICKNESS OF PROPOSED GLAZING IS 1". ALL UNITS SHOULD NOT BE OPERABLE. BRICK SILLS TO REMAIN AND BE REPAIRED OR REPLACED AND MATCH EXISTING PROFILE AND DESIGN. AREA OF EXISTING WINDOW CAULKING AND GLAZING ARE KNOWN TO CONTAIN ASBESTOS. ASBESTOS REMEDIATION SHOULD BE INCLUDED AS PART OF THE WINDOW REPLACEMENT. ASBESTOS OR ANY OTHER HAZARDOUS MATERIALS SHALL BE REMOVED PER ALL EPA, FEDERAL, STATE, AND LOCAL REQUIREMENTS.
4. NOTES ON ELEVATIONS ARE TYPICAL FOR ALL SIMILAR ELEMENTS ON ENTIRE BUILDING. WORK ASSOCIATED WITH THESE ITEMS SHOULD BE CONSIDERED A REQUIREMENT FOR THE OTHER ITEMS THAT ARE NOT SPECIFICALLY IDENTIFIED WITH A NOTE.

Brandstetter Carroll Inc.
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CINCINNATI ENGINEERS
CLEVELAND PLANNERS
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(216) 241-4480

City of North Royalton
ADMINISTRATIVE OFFICE BUILDING
North Royalton, Ohio
EXTERIOR ELEVATIONS

Number: 1319.00	Date: 12/31/13
Drawn By: NKN	Checked By:

A-201

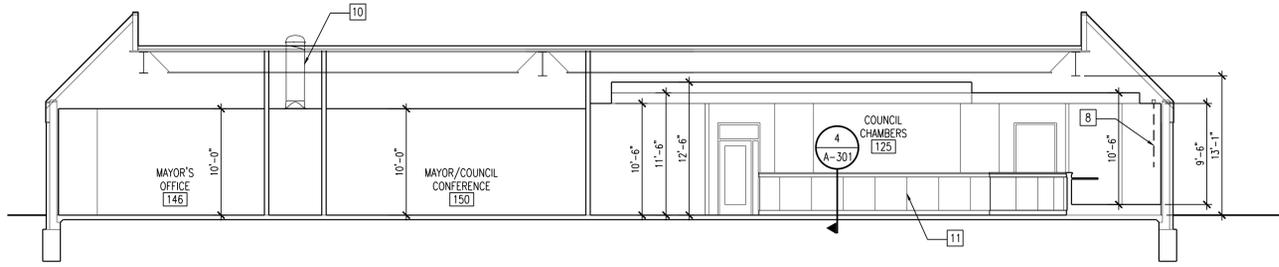
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DESIGN CRITERIA: NOT FOR CONSTRUCTION

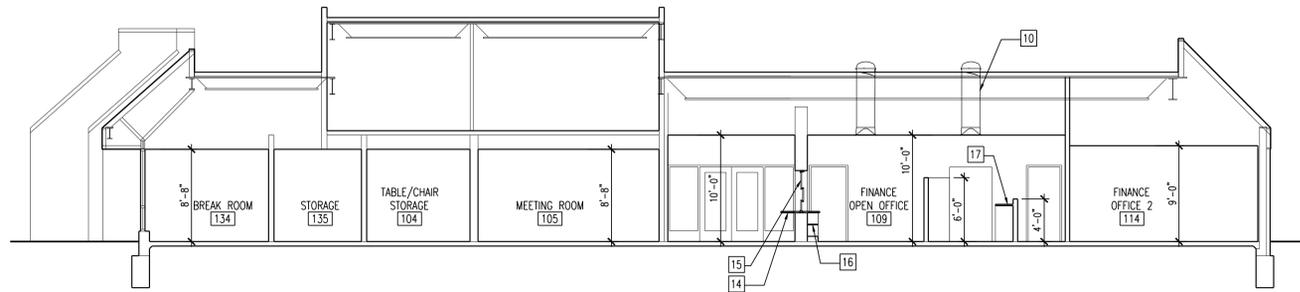
SECTION CODED NOTES

X

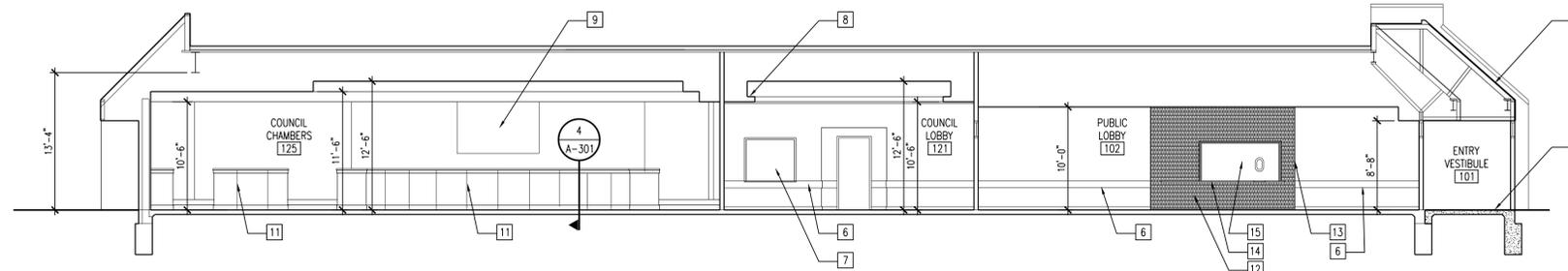
1. CONTRACTOR TO DESIGN FLOOR SLAB EXTENSION AND FOOTER AT ADDITION.
2. CONTRACTOR TO DESIGN STRUCTURAL SUPPORT FOR ROOF EXTENSION AT ADDITION.
3. STANDING SEAM METAL ROOF.
4. EXISTING STRUCTURE TO REMAIN.
5. MODIFIED BITUMINOUS FLAT ROOF.
6. WALL GUARD.
7. COILING COUNTER DOOR.
8. COVE LIGHT.
9. CEILING MOUNTED PROJECTION SCREEN - BY OWNER.
10. TUBULAR SKYLIGHT.
11. 1/2" REVEAL AT WOOD PANEL JOINTS.
12. ACCENT TILE.
13. 1/2" REGLET REVEAL BETWEEN TILE AND GYPSUM BOARD.
14. SOLID SURFACE TRANSACTION COUNTERTOP.
15. BULLET-PROOF TRANSACTION WINDOW WITH SPEAK HOLE.
16. FIXED P.LAM SHELVES UNDER TRANSACTION COUNTER.
17. P.LAM COUNTER OVER FILES CABINETS - PROVIDE POWER RECEPTACLES AT COUNTER HEIGHT.



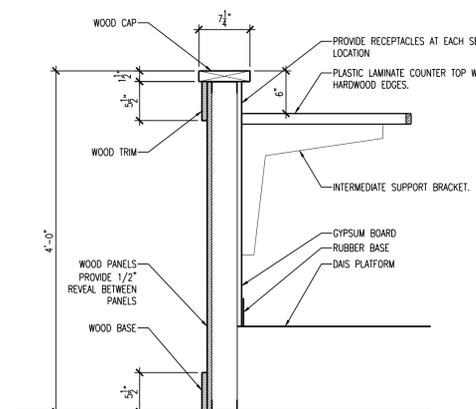
1 Proposed Building Section
1/8"=1'-0"



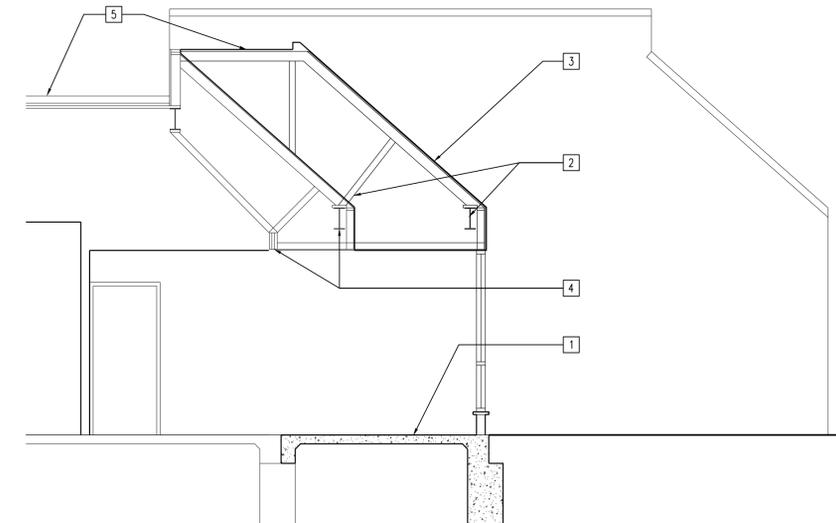
2 Proposed Building Section
1/8"=1'-0"



3 Proposed Building Section
1/8"=1'-0"



4 Dais Counter Detail
1"=1'-0"

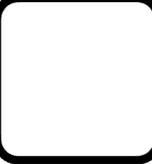
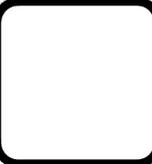


5 Wall Section
1/4"=1'-0"

GENERAL NOTES

1. ALL DIMENSIONS FINISH TO FINISH, U.N.O.
2. ROOM #'S FOR CONSTRUCTION PURPOSES ONLY.
3. ALL DOORS ARE TO BE 4" OFF OF FINISH WALL MATERIAL FROM HINGE SIDE, U.N.O.
4. PRIOR TO STARTING ANY DEMOLITION OR CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL LOCATE & IDENTIFY ALL INTERIOR PIPING, DUCTWORK, CONDUITS, & OTHER UTILITY ITEMS. DISCONNECT, CAP, ABANDON OR REMOVE ITEMS NOT BEING USED IN NEW WORK BEHIND WALLS, BELOW FLOOR, ABOVE CEILING SO TO NOT BE VISIBLE.
5. CONTRACTOR TO PROTECT FROM DAMAGE ALL EXISTING ITEMS TO REMAIN OR ITEMS SALVAGED FOR REUSE.
6. CONTRACTOR TO PATCH & REPAIR ANY ITEMS DAMAGED DURING CONSTRUCTION ACTIVITIES TO FINISH STATE & MATCHING ADJACENT MATERIALS.
7. CONTRACTOR TO REMOVE ALL EXISTING LIGHTING, PLUMBING FIXTURES, MECHANICAL EQUIPMENT, EXPOSED PIPING, DUCTWORK, CONDUITS, WIRING, SIGNAGE, & ITEMS FASTENED TO WALLS, FLOORS, OR CEILINGS & DISCARD OF THEM IN LAWFUL MANNER.
8. ALL CASEWORK, COUNTERS, ADA ACCESSORIES ARE BY CONTRACTOR.
9. ALL OFFICE FURNITURE, BUILDING FURNISHINGS, APPLIANCES, & FILES ARE BY OWNER, UNLESS NOTED OTHERWISE.
10. PROVIDE & INSTALL BLOCKING IN WALL FOR EQUIPMENT, FIXTURES, ACCESSORIES AS REQUIRED, COORDINATE W/ OWNER FOR SPECIALTY & OWNER PROVIDED EQUIPMENT.
11. PROVIDE REMOVABLE TEES IN CEILING WHERE ACCESS IS NEEDED TO EQUIPMENT, PIPING, OR OTHER ITEMS ABOVE CEILING. PROVIDE ADDRESS PANELS/HATCHES AS NECESSARY FOR SERVICE/INSPECTION IF ABOVE CEILING ITEMS.
12. CONTRACTOR TO PROVIDE ALL ACCESSORIES FOR ALL RESTROOMS. THIS INCLUDES BUT IS NOT LIMITED TO GRAB BARS, MIRRORS, TOILET PAPER DISPENSERS, PIPE WRAP, TRASH RECEPTACLES, & PAPER TOWEL DISPENSERS. (INCLUDE BABY CHANGING STATIONS IN PUBLIC RESTROOMS ONLY).

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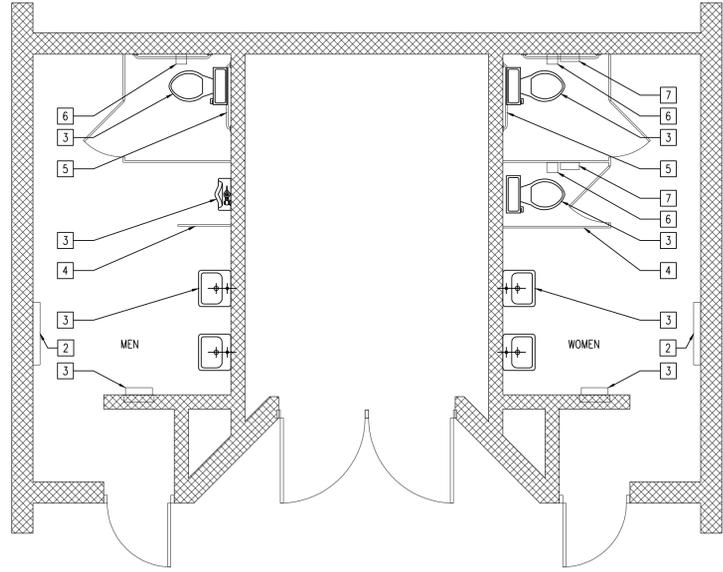


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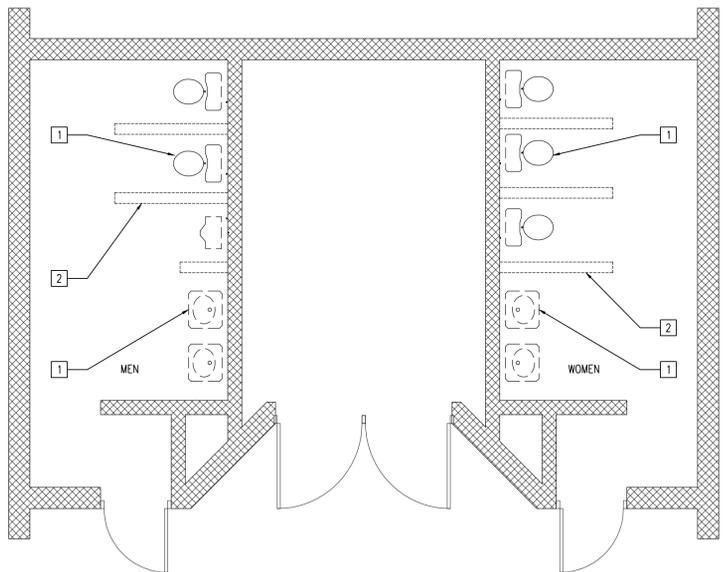
City of North Royalton
ADMINISTRATIVE OFFICE BUILDING
North Royalton, Ohio
BUILDING SECTIONS

DESIGN CRITERIA: NOT FOR CONSTRUCTION

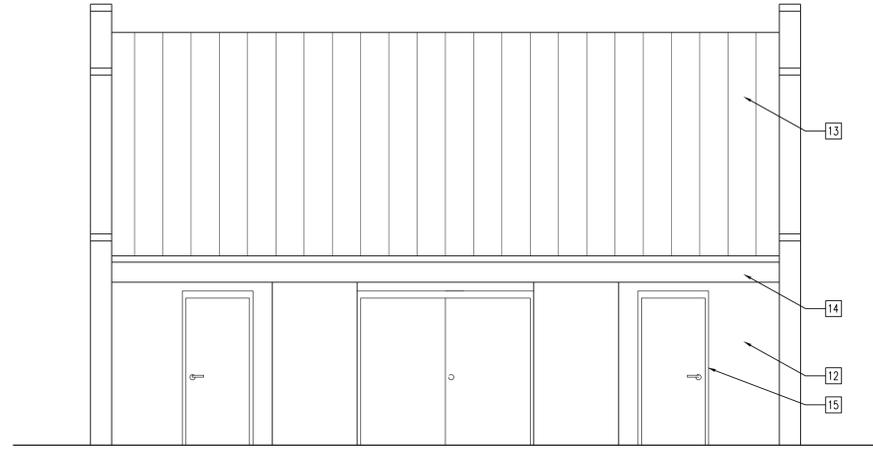
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Drawn By: NKN	Checked By:
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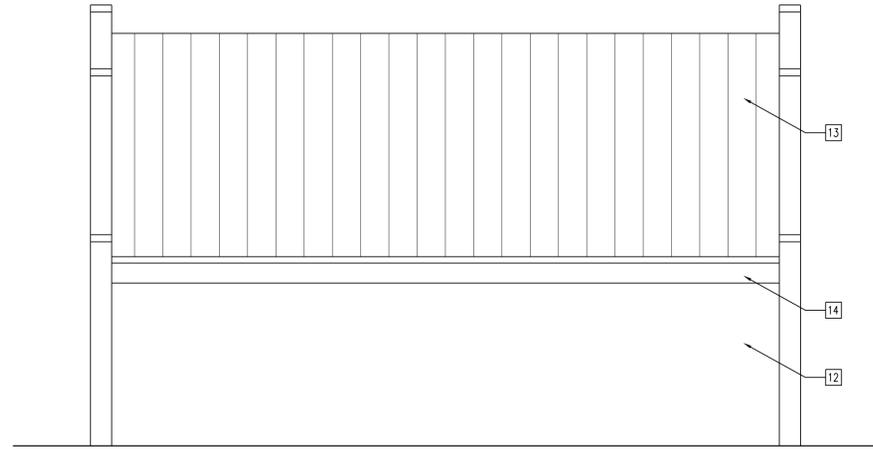
2 Demolition Plan
1/4"=1'-0"



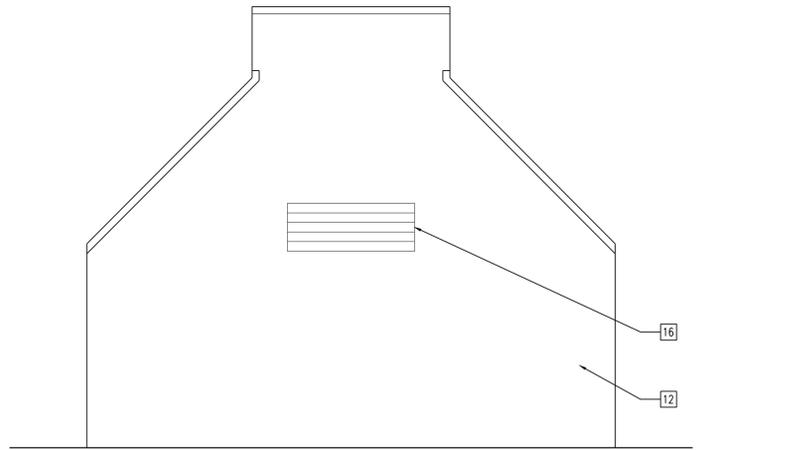
1 Demolition Plan
1/4"=1'-0"



5 East Elevation
1/4"=1'-0"



4 West Elevation
1/4"=1'-0"



3 North Elevation (South Similar)
1/4"=1'-0"

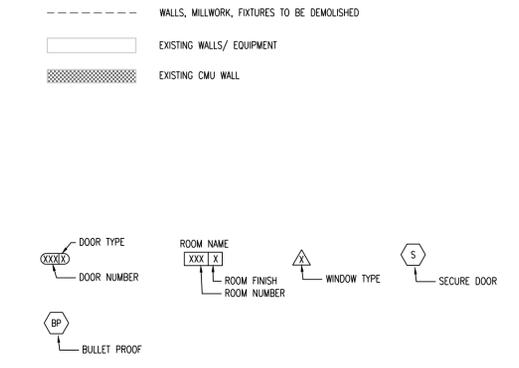
CODED NOTES

1. REMOVE ALL EXISTING PLUMBING FIXTURES
2. REMOVE CMU WALLS AS INDICATED
3. NEW PLUMBING FIXTURE
4. NEW SOLID PHENOLIC TOILET PARTITIONS
5. NEW GRAB BARS
6. NEW TOILET TISSUE DISPENSER
7. NEW SANITARY NAPKIN DISPOSAL
8. NEW PAPER TOWEL DISPENSER
9. NEW BABY CHANGING STATION
10. REPAINT ALL INTERIOR WALLS
11. GRIND EXISTING FLOOR, RE-SEAL, ENSURE POSITIVE FLOW TO DRAINS.
12. CLEAN ALL MASONRY AND REPOINT ALL MASONRY JOINTS. REPLACE BROKEN OR MISSING BRICK.
13. NEW METAL ROOFING TO MATCH ADMINISTRATIVE OFFICE BUILDING (CITY HALL)
14. NEW METAL FASCIA
15. REPAINT ALL METAL DOORS/FRAMES.
16. REPAINT LOUVERS

GENERAL NOTES

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2. ROOM #'S FOR CONSTRUCTION PURPOSES ONLY.
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13. FURNITURE SHOWN FOR REFERENCE ONLY

LEGEND



INFORMATION INDICATED ON THIS DRAWING ARE MINIMUM REQUIREMENTS. DESIGN BUILD CONTRACTOR TO MAKE ANY AND ALL NECESSARY ADJUSTMENTS AS REQUIRED FOR COMPLETE OPERATIONAL & CODE COMPLIANT PROJECT. ACCOMMODATE THE INTENT & DESIGN CRITERIA HERE & IN SPECIFICATIONS.

Revisions

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(216) 241-4460

City of North Royalton
ADMINISTRATIVE OFFICE BUILDING
North Royalton, Ohio
RESTROOM BUILDING RENOVATIONS

Number: 1319.00	Date: 12/31/13
Drawn By: NKN	Checked By:
A-601	

DESIGN CRITERIA: NOT FOR CONSTRUCTION

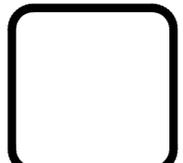
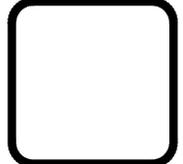


1 Mechanical Zoning Diagram
1/8"=1'-0"



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Revisions



Brandstetter Carroll Inc.
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 ARCHITECTS ENGINEERS PLANNERS
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 (216) 241-4480

City of North Royalton
ADMINISTRATIVE OFFICE BUILDING
 North Royalton, Ohio
MECHANICAL ZONING

Number: 1319.00	Date: 12/31/13
Drawn By: JM	Checked By:

M-102

DESIGN CRITERIA: NOT FOR CONSTRUCTION

OUTLINE SPECIFICATIONS DESIGN CRITERIA

Administrative Office Building

City of North Royalton

Project No. 1319

December 31, 2013



Brandstetter Carroll Inc.

ARCHITECTS ENGINEERS PLANNERS

1220 West Sixth Street, Suite 300
Cleveland, Ohio 44113
Phone: 216.241.4480

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DIVISION 2 – EXISTING CONDITIONS

024119 Selective Demolition

1.1 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

1.3 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them.
- B. The following items are believed to be recyclable or able to be donated.
 - 1. Carpet tiles: Contact manufacturer for instructions on recycling material.
 - 2. Ceiling tiles: Contact manufacturer for instruction on recycling material.
 - 3. Interior doors and door hardware: Contact local Habitat for Humanity or other non-profit construction organization for potential to donate.

END OF DIVISION 2

DIVISION 3 – CONCRETE

033000 Cast-in-Place Concrete

1.1 APPLICABLE CODES AND STANDARDS

- A. All work shall be in accordance with the most stringent requirements of the following:
 - The most current edition of the Ohio Basic Building Code including all release notes.
 - ASCE 7-05, minimum design loads for buildings and other structures
 - ACI318-08, building code requirements for structural concrete.
 - All other applicable codes and standards.

1.2 QUALITY ASSURANCE

- A. Quality Standard: ACI 301.

1.3 PRODUCTS

- A. Form facing materials: Plywood, lumber, metal, or other approved material.
- B. Steel Reinforcement:
 - 1. Reinforcing Bars: Deformed and Low-alloy.
 - 2. Welded Wire Reinforcement: Plain.
- C. Concrete Materials:
 - 1. Portland Cement: ASTM C 150, Type I or III, gray. Fly ash may be substituted for cementitious material up to 20%.
 - 2. Aggregate: Normal weight.
 - 3. Water.
- D. Mixing: Ready mixed.

1.4 CONCRETE MIXTURES

- A. Compressive Strength (28 Days):
 - 1. Footings: 3000 psi.
 - 2. Foundation Walls: 4000 psi.
 - 3. Slabs-on-Grade: Interior = 4000 psi, exterior exposed to freeze thaw/de-icers = 4500 psi.

1.5 DESIGN

- A. FOUNDATIONS: The contractor is responsible for final design and determination of new foundations.
- B. CONCRETE SLAB-ON-GRADE: The contractor is responsible for final design and determination of new slab-on-grade.

END OF DIVISION 3

DIVISION 4 – MASONRY

040120 Brick Masonry Repointing / Repair

1.1 QUALITY ASSURANCE

- A. Brick Masonry Repointing Specialist Qualifications: Engage an experienced brick masonry repointing firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing masonry is insufficient experience for masonry repointing work.

1.2 REPOINTING MASONRY

- A. Rake out and repoint joints to the following extent:
1. Joints at locations of the following defects:
 - a. Holes and missing mortar.
 - b. Cracks that can be penetrated 1/4 inch (6 mm) or more by a knife blade 0.027 inch (0.7 mm) thick.
 - c. Cracks 1/16 inch (1.6 mm) or more in width and of any depth.
 - d. Hollow-sounding joints when tapped by metal object.
 - e. Eroded surfaces 1/4 inch (6 mm) or more deep.
 - f. Deterioration to point that mortar can be easily removed by hand, without tools.
 - g. Joints filled with substances other than mortar.
- B. Re-point with mortar to match existing.

042000 Unit Masonry

1.3 APPLICABLE CODES AND STANDARDS

- A. All work shall be in accordance with the most stringent requirements of the following:
The most current edition of the Ohio Basic Building Code including all release notes.
ASCE 7-05, minimum design loads for buildings and other structures
ACI530-08, building code requirements for masonry structures.
All other applicable codes and standards.

1.4 UNIT MASONRY, GENERAL

- A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6.

1.5 MINIMAL MATERIAL STRENGTHS`

- A. Concrete Masonry Units – f'_m : 1,500psi
B. Grout for Concrete Masonry Units – f'_g : 2,000psi

END OF DIVISION 4

DIVISION 5 – METALS

051200 Structural Steel Framing

055000 Metal Fabrications

1.1 APPLICABLE CODES AND STANDARDS

- A. All work shall be in accordance with the most stringent requirements of the following:
The most current edition of the Ohio Basic Building Code including all release notes.
ASCE 7-05, minimum design loads for buildings and other structures
AISC360-05, manual of steel construction, most current edition.
All other applicable codes and standards.

1.2 SUMMARY

Contractor is responsible for structural design for any and all components related to the additions on the existing structure.

1.3 QUALITY ASSURANCE

- A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category STD, or is accredited by the IAS Fabricator Inspection Program for Structural Steel (AC 172).
- B. Installer Qualifications: A qualified installer who participates in the AISC Quality Certification Program and is designated an AISC-Certified Erector, Category CSE.
- C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

1.4 MINIMAL MATERIAL STRENGTHS`

- A. Structural steel wide flange shapes - Fy: 50,000psi
- B. Structural steel channels and angles - Fy: 36,000psi
- C. Structural steel tube steel (HSS) – Fy: 46,000psi

END OF DIVISION 5

DIVISION 6 – WOODS, PLASTICS, AND COMPOSITES

062023 Interior Finish Carpentry

1.1 MATERIALS, GENERAL

- A. Lumber: DOC PS 20.
- B. Softwood Plywood: DOC PS 1.
- C. Hardboard: AHA A135.4.
- D. Veneer-Faced Panel Products (Hardwood Plywood): HPVA HP-1, made with adhesive containing no urea formaldehyde
- E. High-Pressure Decorative Laminate: NEMA LD 3
- F. Solid-Surfacing Material: Homogeneous solid sheets of filled plastic resin complying with ISSFA-2.
- G. Plastic-Laminate Countertops:
 - 1. High-Pressure Decorative Laminate Grade: HGS.
 - 2. Edge Treatment: 3-mm PVC edge banding to match laminate surface..
 - 3. Core Material at Sinks: Medium-density fiberboard made with exterior glue or exterior-grade plywood.
- H. Solid-Surfacing-Material Countertops:
 - 1. Solid-Surfacing-Material Thickness: **3/4 inch (19 mm)**.
 - 2. Fabricate tops in one piece with loose backsplashes for field application. Comply with solid-surfacing-material manufacturer's written recommendations for adhesives, sealers, fabrication, and finishing.
 - 3. Install integral sink bowls in countertops in shop.

END OF DIVISION 6

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

072100 Thermal Insulation

1.1 GLASS-FIBER BLANKET INSULATION

- A. Sound Attenuation Batts: Unfaced glass fiber acoustical insulation complying with ASTM C 665, Type I.
- B. Thermal Batt Insulation: Unfaced glass fiber thermal insulation complying with ASTM C 665, Type I.

074113 Standing-Seam Metal Roof Panels

1.2 STANDING-SEAM METAL ROOF PANELS

- A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates, and accessories required for weathertight installation.
 - 1. Steel Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1514.
 - 2. Aluminum Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1637.

1.3 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a minimum of **30 mils (0.76 mm)** thick, consisting of slip-resistant, polyethylene-film top surface laminated to a layer of butyl or SBS-modified asphalt adhesive, with release-paper backing. Provide primer when recommended by underlayment manufacturer.
- B. Felt Underlayment: ASTM D 226/D 22M, Type II (No. 30), asphalt-saturated organic felts.
- C. Slip Sheet: Manufacturer's recommended slip sheet, of type required for application.

075552 Modified Bituminous Protected Membrane Roofing

1.4 SBS-Modified Bituminous Roofing. Design shall include proper insulation and moisture protection.

1.5 PERFORMANCE REQUIREMENTS

- A. Accelerated Weathering: Roofing system shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
- B. Impact Resistance: Roofing system shall resist impact damage when tested according to ASTM D 3746 or ASTM D 4272.

END OF DIVISION 7

DIVISION 8 – OPENINGS

081113 Hollow Metal Doors and Frames

1.1 DOORS

- A. Provide 1 3/4" thick doors of materials and ANSI/SDI-100.

2.02 FRAMES

- A. Provide hollow metal frames for doors, transoms, sidelights, borrowed lights, and other openings, of types and styles. Conceal fastenings unless otherwise indicated.
 - 1. Exterior Frames: Level 2, 16-gauge, galvanized or galvanealed
 - 2. Exposed Finish: Primed
- B. Fabricate frames with mitered and faces only welded corners, re-prime at the welded areas. All welds to be flush with neatly mitered or butted material cuts.

2.03 GLAZING

- A. Glazing: Laminated glass, ASTM C 1172-03.
 - 1. Minimum glass thickness: 1/4 inch.

081433 Stile and Rail Wood Doors

1.2 INTERIOR STILE AND RAIL WOOD DOORS

- A. Interior Stile and Rail Wood Doors:
 - 1. Grade: Premium.
 - 2. Wood Species and Cut for Transparent Finish: Idaho white, lodgepole, ponderosa, or sugar pine, plain sawed/sliced.

083313 Coiling Counter Doors

1.3 QUALITY ASSURANCE

- A. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at as close to neutral pressure as possible according to NFPA 252.

1.4 FIRE-RATED COUNTER DOOR ASSEMBLY

- A. Fire-Rated Counter Door: Overhead fire-rated coiling door formed with curtain of interlocking metal slats.

1. Fire Rating: 3/4 hour.
2. Door Curtain Material: Galvanized steel.
3. Curtain Jamb Guides: Galvanized steel with exposed finish matching curtain slats.
4. Hood: Match curtain material and finish.
5. Locking Devices: Equip door with locking device assembly.
6. Manual Door Operator: Push-up operation.
7. Door Finish: Powder-Coated Finish

084113 Aluminum Framed Entrances

1.5 FRAMING

- A. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.

1. Construction: Thermally broken.
2. Glazing System: Retained mechanically with gaskets on four sides.
3. Glazing Plane: Front.
4. Finish: Clear anodic finish.
5. Fabrication Method: Field-fabricated stick system.

- B. Materials:

1. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
2. Steel Reinforcement: Manufacturer's standard zinc-rich, corrosion-resistant primer complying with SSPC-PS Guide No. 12.00; applied immediately after surface preparation and pretreatment. Select surface preparation methods according to recommendations in SSPC-SP COM, and prepare surfaces according to applicable SSPC standard.
 - a. Structural Shapes, Plates, and Bars: ASTM A 36/A 36M.
 - b. Cold-Rolled Sheet and Strip: ASTM A 1008/A 1008M.
 - c. Hot-Rolled Sheet and Strip: ASTM A 1011/A 1011M.
3. Basis of design: Kawneer Trifab VG 451T framing.

1.6 ENTRANCE DOOR SYSTEMS

- A. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing operation.

1. Door Construction: 2-inch (50.8-mm) overall thickness, with minimum 0.188-inch (4.8-mm) thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.
2. Thermal Construction: High-performance plastic connectors separate aluminum members exposed to the exterior from members exposed to the interior

3. Door Design: Wide stile; 5-inch (127-mm) nominal width.
 - a. Bottom rail to be 12-inch (304.8mm) nominal.
 - b. Cross bar to be 3½ inch (88.9mm) nominal.
4. Basis of design: Kawneer 560 Insulclad Entrance.
5. Finish: Clear anodic finish.

1.7 SECURITY ENTRANCE SYSTEM

- A. Entrance Doors and Frames: Profiles and configuration to match the standard Entrance Doors and Frames as specified herein.
 1. Aluminum Door and Frame assembly: line the tube frames with Level 1 bullet resistant fiberglass.
 2. Glazing: 1¼ inch Level 1 uncoated acrylic.
 3. Hardware: Continuous hinges as required for security doors.
 4. Finish: Clear anodic finish.

085113 Aluminum Windows

1.8 ALUMINUM WINDOWS

- A. Operating Types: Fixed.
- B. Frames and Sashes: Thermally broken aluminum extrusions complying with AAMA/WDMA/CSA 101/I.S.2/A440.
- C. Glass: Clear annealed glass, ASTM C 1036, Type 1, Class 1, q3.
- D. Insulating-Glass Units: ASTM E 2190.
- E. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.
- F. Basis of design: Kawneer 8225TL IsoLock Window.
- G. Finish: Clear anodic finish.

085653 Security Windows

1.9 FIXED, TRANSACTION SECURITY WINDOWS

- A. Provide fixed, framed transaction windows with ventilator capable of allowing transfer of currency and documents.

- B. Configuration: One fixed-glazed panel as indicated on Drawings, with one speak hole and recessed deal tray.
- C. Glazing and Glazing Materials: Ballistics Resistance Level 1 when tested according to UL 752.
- D. Basis of design: Total Security Solutions, Inc., Speak Hole and Backer Transaction Window.

086250 Tubular Daylighting System

1.10 GENERAL

- A. Tubular Daylighting System: Transparent roof-mounted skylight dome and self-flashing curb, reflective tube, and ceiling level diffuser assembly, transferring sunlight to interior spaces; complying with ICBO/ICC AC-16.
- B. Basis of Design: Solatube International, Inc.; SolaMaster Series: Solatube Model 330 DS-C: 21 inch (530 mm) Daylighting System.

087100 Door Hardware

1.11 GENERAL

- A. Doors shall be provided with Grade 1 hardware sufficient to perform the required functions of each door for each area. All egress doors shall be equipped with all required egress devices including but not limited to panic devices and self-closing features.
- B. Electrified hardware including, but not limited to, power supply, electronic exit devices, card readers, monitoring software, shall be included and coordinated between the Owner, General Contractor, Electrical Contractor, and Security Contractor.
- C. Coordinate with owner for descriptions of door operations.

END OF DIVISION 8

DIVISION 9 – FINISHES

092900 Gypsum Board

1.1 GENERAL

- A. Gypsum wall board shall be of a thickness suitable to support the activity of the area of installation.
1. Fire Rated Assemblies: gypsum board shall be type 'X' of at least 5/8 inch thickness.
 2. General wall locations: gypsum wall board shall be 5/8 inch thickness.
 3. Ceiling locations: gypsum ceiling board shall be ½ inch thickness unless required otherwise by code, i.e. in a rated assembly.
 4. Toilet Room locations: gypsum wall board in toilet rooms, behind sink locations, and used as tile backer board shall be moisture resistant board.
- B. Finish: Wall board in exposed areas shall receive a level 4 finish. Wall board in concealed areas shall receive a level 2 finish.

093000 Tiling

1.2 MATERIALS

- A. Porcelain paver: Basis of Design: Stratos by Florim USA
1. Minimum performance requirements:

a.	TCA A137.1	
b.	Moisture Absorption (ASTM C-373)	0 to 0.50 percent
c.	Size	12 inch x 24 inch
d.	Skid Resistance (ASTM C-1028)	Dry 0.80, Wet 0.60
e.	Edge	Square, cushioned
f.	Bond Strength (ASTM C-482)	50 psf or greater
g.	Breaking Strength (ASTM C-648)	250 pounds or greater
h.	Surface Finish	natural
i.	Color	To be selected
- B. Glass mosaic wall tile: Basis of Design: Serenade by Daltille
1. 110 sf accent wall in Lobby
 2. Minimum performance requirements:

a.	ANSI A137.1	
b.	Moisture Absorption	< 0.01 percent
c.	Size	random interlocking mosaic
d.	Color	To be selected by criteria architect
- C. Ceramic wall tile: Basis of Design: Modern Dimensions/Rittenhouse Square by Daltille
1. Minimum performance requirements:

a.	ANSI A137.1	
b.	Moisture Absorption	< 20.0 percent
c.	Size 1 (below 5 feet)	4.25 inch x 8.5 inch x 5/16 inch
	1) Color: selected from Price group 2	
d.	Size 2 (3 rows at 5 feet)	2 inch x 4 inch
	1) Color: selected from Price group 2	
e.	Size 3 Rittenhouse Square	3 inch x 6 inch

- (above Size 2 to ceiling)
- 1) Color: Selected from Price group 3
- f. Edge cushioned
- g. Surface Finish matte

095113 Acoustical Panel Ceilings

1.3 ACOUSTICAL PANEL CEILINGS, GENERAL

- A. Acoustical Panel Standard: Comply with ASTM E 1264.
- B. Metal Suspension System Standard: Comply with ASTM C 635.

1.4 ACOUSTICAL PANELS: Basis of Design: Armstrong Optima

1. Classification: Square Lay-in
2. Color: White
3. LR: 0.90
4. NRC: 0.90 Type E-400 mounting according to ASTM E 795.
5. AC: 180
6. Edge/Joint Detail: Square.
7. Thickness **3/4 inch (19 mm)**.
8. Modular Size: **24 by 24 inches (610 by 610 mm)**.

1.5 METAL SUSPENSION SYSTEM

- A. Narrow-Face, Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; prepainted, electrolytically zinc coated, or hot-dip galvanized according to ASTM A 653/A 653M, not less than G30 (Z90) coating designation; with prefinished 9/16-inch- (15-mm-) wide metal caps on flanges.

096513 Resilient Base

1.6 THERMOPLASTIC-RUBBER BASE

- A. Product Standard: ASTM F 1861, Type TP (rubber, thermoplastic).
1. Group: II (solid, homogeneous).
 2. Style and Location:
 - a. Style A, Cove: Provide in bathrooms.
- B. Thickness: 0.125 inch (3.2 mm).
- C. Height: 4 inches (152 mm) unless otherwise indicated.
- D. Lengths: coils in manufacturer's standard length.
- E. Outside Corners: Job formed or preformed.

- F. Inside Corners: Job formed or preformed.

096513 Resilient Tile Flooring

1.7 SOLID VINYL FLOOR TILE

- A. For Council Chambers (Rm 125), Meeting Room (Rm 105), and Community Room (Rm 103):
1. Basis of Design Product: Shaw Quiet Cover Luxury Vinyl Plank with In Step Locking system.
 2. Tile Standard: ASTM F 1700.
 - a. Class: Class III, printed film vinyl tile.
 - b. Matte finish.
 3. Thickness: Minimum 13/64 inch (5 mm) overall with a 20 mil (0.5 mm) commercial wear layer.
 4. Size: 7.28 inch x 47.72 inch (185mm x 1212mm).
 5. Colors and Patterns: As selected from full range of colors and patterns for the series.
- B. For Corridor (Rm 132) and Mayor's Work Room (Rm 148):
1. Basis of Design Product: Shaw Uncommon Ground Luxury Vinyl Plank.
 2. Tile Standard: ASTM F 1700.
 - a. Class: Class III, printed film vinyl tile.
 - b. Matte finish.
 3. Thickness: Minimum 13/64 inch (5 mm) overall with a 20 mil (0.5 mm) commercial wear layer.
 4. Size: 5.91 inch x 36.22 inch (150mm x 920mm).
 5. Colors and Patterns: As selected from full range of colors and patterns for the series.

1.8 VINYL COMPOSITION FLOOR TILE

- A. Tile Standard: ASTM F 1066, Class 2 – through pattern
- B. Wearing Surface: Smooth.
- C. Thickness: 0.125 inch (3.2 mm).
- D. Size: 12 by 12 inches (305 by 305 mm).
- E. Colors and Patterns: As selected from full range of colors and patterns for the series.

096813 Tile Carpeting

1.9 CARPET TILE : Basis of design: Interface Pietra

- A. Color: Assume selection within the installed cost range of \$30.00 - \$32.00 per square yard.
- B. Fiber Content: 100 percent nylon 6, 6

- C. Density: Minimum 5500, maximum 9000
- D. Surface Pile Weight: 20 oz.
- E. Meet ANSI/NSF 140

096816 Sheet Carpeting

1.10 SHEET CARPETING ENTRANCE MAT

- A. Color: To be selected from manufacturer's standard colors.
- B. Flammability: meet ASTM E648, Class II.
- C. Slip resistance: meet ASTM D-2047-96, Coefficient of Friction minimum 0.60.
- D. Material: 100% Polypropylene carpet fibers.
- E. Face weight: 44 oz.

099000 Paints and Coatings

1.11 PAINT:

- A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. VOC Classification: Provide high-performance coating materials, including primers, undercoats, and finish-coat materials, that have a VOC classification of 450 g/l or less.
- C. Basis of design: Sherwin Williams
- D. Concrete Masonry Units: Provide the following finish systems over interior concrete masonry block:
 - 1. Mild Environment (Semigloss Finish): One finish coat over an intermediate coat and a block filler.
 - a. Block Filler: Epoxy block filler.
 - b. Intermediate Coat: Waterborne epoxy applied at spreading rate recommended by manufacturer to achieve a dry film thickness of 2.5 to 3.0 mil
 - c. Topcoat: Waterborne epoxy applied at spreading rate recommended by manufacturer to achieve a dry film thickness of 2.5 to 3.0 mils
- E. Wood to be painted:
 - 1. Mild Environment (Semigloss Finish): One finish coat over an intermediate coat and a primer.
 - a. Primer: Epoxy primer. Sherwin Williams S-W PrepRite Classic Primer, B28W101 (1.6 mils dry).

- b. Intermediate Coat: Waterborne epoxy applied at spreading rate recommended by manufacturer to achieve a dry film thickness of 2.5 to 3.0 mils
 - c. Topcoat: Waterborne epoxy applied at spreading rate recommended by manufacturer to achieve a dry film thickness of 2.5 to 3.0 mils
- F. Wood to be stained:
- 1. Semi-Transparent Stain:
 - a. First coat: Sherwin Williams Woodscapes Semi-Transparent Stain A 15T5.
 - b. Second coat: Sherwin Williams Woodscapes Semi-Transparent Stain A 15T5.
- G. Gypsum Board Substrates:
- 1. Latex System:
 - a. Prime Coat: Primer sealer, latex, interior.
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, semi-gloss.
- H. Steel Substrates (Interior metal door frames):
- 1. Latex over Alkyd Primer System:
 - a. Prime Coat: Shop primer specified in Section where substrate is specified.
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, semi-gloss.

END OF DIVISION 9

DIVISION 10 – SPECIALTIES

102113 Toilet Compartments

- 1.1 PHENOLIC-CORE UNITS (Restrooms Rm 138, 139)
- A. Toilet-Enclosure Style: Overhead braced.
 - B. Door, Panel, and Pilaster Construction: Solid phenolic-core panel material with melamine facing on both sides fused to substrate during panel manufacturer (not separately laminated), and with eased and polished edges. Provide minimum 3/4-inch- (19-mm-) thick doors and pilasters and minimum 1/2-inch- (13-mm-) thick panels.
 - C. Pilaster Shoes and Sleeves (Caps): Fabricated from stainless-steel sheet, not less than 3 inches (76 mm) high, finished to match hardware.
 - D. Brackets (Fittings):
 - 1. Full-Height (Continuous) Type: Manufacturer's standard design; aluminum.
 - E. Phenolic-Panel Finish: Facing sheet of one color and pattern in each room.
 - 1. Color and Pattern: As selected by Architect from manufacturer's full range, with manufacturer's standard through-color core matching face sheet.
- 1.2 STAINLESS-STEEL TOILET COMPARTMENTS (Restrooms Rm 106, 108)
- A. Toilet-Enclosure Style: Overhead braced.
 - B. Door, Panel, and Pilaster Construction: Seamless, metal facing sheets pressure laminated to core material; with continuous, interlocking molding strip or lapped-and-formed edge closures; corners secured by welding or clips and exposed welds ground smooth. Exposed surfaces shall be free of pitting, seam marks, roller marks, stains, discolorations, telegraphing of core material, or other imperfections.
 - 1. Core Material: Manufacturer's standard sound-deadening honeycomb of resin-impregnated kraft paper in thickness required to provide finished thickness of 1 inch (25 mm) for doors and panels and 1-1/4 inches (32 mm) for pilasters.
 - 2. Tapping Reinforcement: Provide concealed reinforcement for tapping (threading) at locations where machine screws are used for attaching items to units.
 - C. Pilaster Shoes and Sleeves (Caps): Stainless-steel sheet, not less than 0.031-inch (0.79-mm) nominal thickness and 3 inches (76 mm) high, finished to match hardware.
 - D. Brackets (Fittings):
 - 1. Full-Height (Continuous) Type: Manufacturer's standard design; stainless steel.
 - E. Stainless-Steel Finish: No. 4 bright, directional polish on exposed faces. Protect exposed surfaces from damage by application of strippable, temporary protective covering before shipment.

102600 Wall and Door Protection

1.3 WALL GUARDS

- A. Bumper Rail Assembly consisting of continuous snap-on plastic cover installed over concealed retainer clips; designed to withstand impacts.
 - 1. Basis of Design: Acrovyn SCR-80N, 8" high.
 - 2. Cover: Extruded rigid plastic, minimum 0.078-inch (2.0-mm) wall thickness; in dimensions and profiles indicated on Drawings.
 - a. Color and Texture: As selected by Architect from manufacturer's full range
 - 3. Retainer Clips: Manufacturer's standard impact-absorbing clips.
 - 4. End Caps and Corners: Prefabricated, injection-molded plastic; matching color cover; field adjustable for close alignment with snap-on cover.
 - 5. Accessories: Concealed splices and mounting hardware.
 - 6. Mounting: Surface mounted directly to wall.

102800 Toilet, Bath, and Laundry Accessories

1.4 PUBLIC-USE WASHROOM ACCESSORIES

- A. Provide complete ADA compliant toilet and bathroom accessories suitable in use and durability for the areas to be used. Accessories to be provided for all restrooms may include, but not necessarily limited to, the following:
 - 1. Toilet Tissue (Roll) Dispenser:
 - 2. Paper Towel (Folded) Dispenser:
 - 3. Soap Dispenser:
 - 4. Grab Bar:
 - 5. Sanitary-Napkin Disposal Unit:
 - 6. Mirror Unit:
 - 7. Warm-Air Dryer:
 - a. Basis-of-Design Product: Excel Dryer, Inc. Ultra-Fast Xlerator
 - 8. Diaper changing station

104413 Fire Protection Cabinets

1.5 FIRE EXTINGUISHER CABINET

- A. Provide fire extinguishers as required by all applicable codes and agencies having jurisdiction including, but not limited to, the National Fire Protection Association. Extinguishers in public areas shall be installed in semi-recessed cabinets. Extinguishers in non-public areas, such as storage and mechanical rooms, shall be flush mounted on a suitable wall mounted bracket:
 - 1. Semi-recessed Cabinet Box with Rolled-Edge Trim: 2-1/2-inch (64 mm) backbend depth.
 - a. Door Style: Fully glazed panel with frame.

107527 Plaza Mounted Flagpoles

- 1.4 Provide an internal halyard flagpole on the site in a location suitable to the owner. The flagpole shall be suitable for the intended use and shall meet all applicable codes and standards including, but not limited to, the appropriate wind speed designation. The pole shall be permanently mounted in a properly sized concrete foundation (stab-in type poles are not permitted). Provide ground lighting at the base of the pole.

END OF DIVISION 10

DIVISION 23 – MECHANICAL / PLUMBING SYSTEMS

1.1 EXISTING SYSTEMS

A. HVAC.

1. The existing mechanical plant for heating and cooling includes a Baltimore Air Coil Cooling Tower on the roof and an electric hot water boiler in the penthouse. Water is pumped through the cooling tower and boiler and the seven heat pumps in the penthouse that provide the heating and cooling to different zones in the building. The heat pumps distribute air to the building through a ducted supply system. The diffusers supply air to each space through the light fixtures at the ceiling. Air is returned through the ceiling to the plenum space above the ceiling. The plenum space is open directly to the penthouse. The penthouse is a large plenum for mixing of return air and outside air for all the heat pumps.
2. Fresh air is introduced into the penthouse through a fan at the exterior wall. The fresh air is heated if required. The mixed air (return air and fresh air) moves to the inlet of each heat pump where filters treat the air prior to the heating or cooling by the heat pump.
3. The existing mechanical systems within the building should be removed and replaced. They are original to the building (1978) and are approximately 35 years old.

B. PLUMBING.

1. There are existing toilet rooms and sinks in the building. The existing plumbing system does not include gas service to the building. The hot water service is located in the mezzanine mechanical room with an electric water heater.
2. The storm system includes roof drains on a membrane with gravel ballast roof.
3. Water service enters the building through an underground pipe rising up in the janitor's closet. Water service includes backflow prevention.
4. Fire Protection. The building does not have wet fire sprinklers. There is a small FM200 system for the bookdrop.

1.2 CODES AND STANDARDS

A. The mechanical systems design in this project will be in accordance with the following:

1. Ohio Mechanical Code-2011 (OMC),
2. ASHRAE Handbooks, ASHRAE Standard 62.1, "Ventilation for Acceptable Indoor Air Quality"
3. ASHRAE 90.1-2007 "Energy Standards for Buildings, Except Low Rise Residential"
4. ARI, ANSI, SMACNA

1.3 RENOVATED SYSTEMS

A. HVAC

1. The penthouse can continue to serve as the mechanical space for new equipment. There is a 3'-0" door that provides access to the penthouse through a stair. Any new equipment must be able to be lifted through the door and up the stairs.
2. Occupancy Conditions
 - a. Complete normal HVAC functions (including air conditioning) should be available 24 hours per day, 7 days per week, and 365 days per year.
 - b. Office and public type areas should have provisions for nighttime setback. Each zone should have a manual override to provide occupied conditioning for that zone only.
3. Design Criteria
 - a. Heating/Cooling Calculations
 - i. As a basis for determining the amount of air into each space and fresh air introduced into the building a computer load calculation will be performed using the Trane Trace software latest version in accordance with guidelines established in ASHRAE Handbook of Fundamentals.
 - ii. As part of the inputs into the Trane Trace software, the building envelope R-values from manufacturer's data for windows, insulation and building material components will be used. Internal loads used include the following:
 - iii. Lights – actual values from the electrical lighting drawings at maximum capacity.
 - iv. People heat loads – assumed 250 btuh sensible and 200 btuh latent for all areas. The actual people quantities will be used from the Room Data Sheets.
 - v. Miscellaneous heat gains – such as computers, refrigerators and electronic equipment will be itemized and added into the heat gains for each room with a diversity to account for usage factor
4. Design Temperatures
 - a. Unless specified otherwise, indoor design for all HVAC systems will use the following criteria.

Summer: 75deg F., ±2deg F. except IT Rooms will use 70deg F., ±2deg F
Winter: 72deg F., ±2deg F.
 - b. Unless specified otherwise, outdoor design for all HVAC systems will use the following criteria.

Summer: 92/73deg F. DB/WB.
Winter: 1deg F.
5. Humidity

- a. Unless specified otherwise, the HVAC system should be designed to maintain a maximum of 60% relative humidity for all building areas. Humidification (minimum humidity level) is not required. As mentioned above the basement will use dehumidification equipment to maintain humidity levels to prevent condensation on basement walls.

6. Filtration

- a. Provide 25-30 percent filtration for all air handling units supply air. No special filtration is required.

7. Ventilation

- a. Maximum air ventilation for all spaces should be achieved when unit controls are in economizer cooling (up to 100%). Minimum ventilation for all spaces shall meet ASHRAE 62 and the Ohio Building Code (OBC) - mechanical code.

B. NEW HVAC SYSTEMS

1. The new heating plant will include two gas fired boilers of high efficiency condensing type with hydronic distribution pumps. Water temperatures will be 140deg F supply and 120deg F return. The new cooling plant will include an air-cooled chiller located at roof with pumps to circulate water to the air handlers. Additional structural engineering will be required to increase the steel bracing of the existing structure to accommodate the proposed new chiller unit.
2. The air handling system will include multiple air handlers to distribute the air to different zones through-out the building. See the attached floor plan for HVAC zoning.
3. The purpose of using multiple air handlers is so that one air handler will be used to serve spaces that are used during off hours so that the other units can remain inactive.
4. All air handler systems will include VAV boxes with hot water reheat coils.

C. PLUMBING

1. The existing storm drainage internal drains for flat roof areas will be remain with new cast iron drains. Horizontal drain lines will be insulated to prevent condensation drips. All storm drainage is gravity flow.
2. The water service will include a new reduced pressure principle backflow preventor with shut-off and pressure gages. The new service pipe material will be copper.
3. No water treatment for domestic water will be provided such as water softening.
4. The bathroom fixtures will be water savings type with flow rates as follows;
Toilets 1.28 gpf

Urinals	0.5 gpf
Lavs	0.5 gpm

5. Water closet fixtures will be floor mounted, tank type. Lavatories will be countertop type. Fixtures shall include ADA where required including water coolers.
6. Provide shut-off valves, in accessible areas, for the following locations:
 - Branch lines serving toilet room.
 - Main service into the building.
 - At each lavatory and toilet (except where flush valve is used.)
7. Provide a gas-fired water heater with 140deg F. tank temperature. Provide a circulating loop for the hot water distribution. Complete system in the penthouse.
8. Provide mixing valves for toilet room lavatories at 110deg F for all areas.
9. Water piping will be routed from the penthouse mechanical room down to the first floor and throughout the building.
10. Piping materials will be copper type M for all hot and cold water piping.
11. Distribute natural gas to new boilers and water heater in the penthouse. After building load calculations are performed, the equipment will be selected, the final pipe sizing will be performed.
12. The new gas meter will be located on the side of the building near the electrical service.
13. Energy Conservation
 - i. Comply with ASHRAE 90.1-2007 building energy efficiency standards for the building envelope including walls, floors, roof, glass, doors, and skylights for the region of the country as defined as zone 5A.
 - ii. Use high efficiency HVAC equipment offering cost effective energy savings; HVAC equipment shall meet or exceed ASHRAE 90.1-2007 minimum efficiency requirements. High efficiency boilers of condensing type. High efficiency chillers water cooled or air cooled.
 - iii. Use CO2 sensors within the conference rooms to control the quantity of outside air within the rooms to save heating and cooling the outside air when the rooms are unoccupied or have low levels of occupancy.
 - iv. Short duct runs to minimize fan power needed.
 - v. Duct systems shall be sized for low velocity and low static pressure drop.
 - vi. Use Variable Frequency Drives (VFD)'s for pumping to save pump energy. Use two way valves for all terminal equipment except at least one three way valve to maintain minimum flows.
 - vii. Use optimal start/stop for areas with night set-back so that the HVAC system will start at exactly the right time to maximize night setback temperatures.

14. Equipment Redundancy
 - i. The heating system will have redundancy with two heating boilers. The total system capacity will be 125% with each sized for 67% capacity of the building.
 - ii. The chilled water system will utilize a single chiller with multiple circuits within the chiller so that if a compressor malfunctions, the equipment is capable of partial capacity with remaining compressors.
 - iii. Heating and chilled water systems will have stand-by pumps.

END OF DIVISION 23

DIVISION 24 – ELECTRICAL SYSTEMS

1.1 EXISTING SYSTEMS

A. ELECTRICAL

1. The existing facility is fed from an overhead primary feeder along the north property line. The primary drops from a pole and continues underground to a pad mounted transformer. The pad mounted transformer has two electrical meters, one for the general power service and one for electric heating service. Several years ago, the utility company was giving discounts for electrically heated buildings. It is believed this is why the building has two electrical meters. It appears the work to add the heating service was done after the original building was constructed. This discounted rate is no longer is available from the utility company.
2. The general service has one set of 4-500 mcm underground service conductors feeding a 400 amp ITE disconnect fused at 400 amps, 120/208 volts. This feeds panel MDP located in the main electrical room. Panel MDP feeds various branch circuit panel boards throughout the building.
3. The electric heating service has two sets of 4-350 installed in one 4" underground duct to a 600 amp Siemens main disconnect. The 600 amp disconnect feeds a 600 amp, 120/208 volt mechanical equipment distribution panel located in the mechanical room mezzanine.
4. It appears that the electric heating service equipment was installed in the mid-1990's and the general service electrical equipment is original to the building installed in 1978.
5. The branch circuit panel boards within the building are ITE panel boards with integral lighting contactors.
6. The existing branch circuit wiring was verified to be THHN/THWN copper 12 AWG. Under carpet wiring was installed in the main library circulation area to the island counters.
7. There are two abandoned utility poles on the front lawn area that are to be removed. Remove existing abandoned utility pole and pole with utility company cobra head light.
8. There is an existing electric sign for the North Royalton Memorial Park and also contains the North Royalton Library logo. This sign should be replaced and the existing electrical feed maintained. The existing circuit is large enough for a new LED reader board sign; however, a control circuit conduit will be needed to be run to the sign if remote computer programming of the sign is required.
9. The existing emergency and exit signs are battery operated and appear to be in good condition. They have been recently replaced. In addition, the fire alarm system in Simplex and has also been recently improved. There is a remote annunciator at the entrance.
10. The light fixtures within the space utilize non-energy efficient T12 lamps and ballasts. In addition, the existing light fixtures have a duct connection to supply air into the

space. Return air grilles are installed in the ceiling, so the ceiling space is considered a plenum air space and low smoke cable must be installed if the plenum continues to be an air space.

1.2 CODES AND STANDARDS

- A. The electrical systems design in this project will be in accordance with the following:
1. Ohio Building Code-2011 (OBC),
 2. ASHRAE 90.1-2007 "Energy Standards for Buildings, Except Low Rise Residential"
 3. National Electrical Code NEC-2011
 4. ANSI
 5. IES Handbook and Lighting Control Systems

1.3 PROPOSED ELECTRICAL SYSTEM WORK

A. ELECTRICAL

1. Reuse the existing 400 amp 120/208 volt general electrical incoming electrical service and 600 amp, 120/208 volt incoming electrical heating service and all branch circuit panels.
2. Remove all existing branch circuit wiring from the last device on the existing branch circuit or light fixture back to the last junction box in the ceiling space. Remove all existing electrical devices, conduit and wire back to the last serviceable junction box in the ceiling space. Maintain branch circuit wiring and panel board within the space and re-circuit new lighting and receptacles per the new building layout shown on the architectural conceptual drawings.
3. Remove all under carpet wiring and associated wall feed locations.
4. Remove all existing lighting contactors, lighting switches and lighting fixtures. Provide new lighting control system and energy efficient light fixtures throughout the building.
5. Provide new energy efficient LED parking lot lighting and replace existing TORK lighting control time clock and control exterior lighting from new lighting control system.
6. Provide new branch circuit wiring from the last serviceable junction box to the new lighting, general power, mechanical equipment power and connections and miscellaneous equipment, including motor starters and disconnects, air handling equipment and pumps. In general provide new commercial grade, 20 amp, 120-volt convenience receptacles throughout the building. Provide a minimum of three duplex receptacles in all private offices and conference rooms and a convenience receptacle on all walls longer than 12'.
7. Provide a minimum of one telecommunications outlet in each private office and conference room. The telecommunications outlet will be able to accommodate up to a total of low voltage eight jacks.
8. Relocate existing natural gas generator at existing city hall and reinstall at this location. Supply various lighting and power loads in new facility.

9. Install a new listed TVSS device on the service and IT panel board.
10. Provide a grounding path in accordance with manufacturer's guidelines to limit the magnitude of transient surges in the system.
11. As an alternate, provide a new underground primary service from the street to the transformer. Coordinate work with the utility company and provide all underground trenching, backfill and installation requirements.

B. RACEWAYS

1. Underground conductors shall be installed in conduit: use either rigid galvanized steel, or Polyvinyl chloride (PVC) conduit, ANSI/NEMA Schedule 40 for encasement in concrete for use underground. Conduit run under pavement for exterior lighting shall be either rigid galvanized steel or PVC type EB encased in concrete.
2. Electrical Metallic Tubing - ANSI C80.3: Use in concealed and ceiling spaces, interior partitions, exposed inside where not subject to damage. Fittings: Setscrew type approved for grounding system.
3. Flexible Metal Conduit - FSW-F-406: For light fixture whips. Maximum length 6 feet.
4. Liquid Tight Metal Conduit - FSW-F-406. Use outdoors with watertight fittings, and for motor or flexible connections.
5. Manufacturers: Carlon, Republic Steel Corp., Triangle PWC, Inc., or Allied.

C. WIRE AND CABLE

1. Power feeders, single conductor, stranded copper, 600 volt NEC Type THHW/THWN or XHHW insulation labeled and conforming to Insulated Cable Engineers Association (ICEA) 5-66-524 and NEMA W-C-7.
2. Lighting and power branch circuit wire: Single conductor stranded copper with 600 volt NEC Type THWN or THHN insulation suitable for 75 degree C wet or dry installation and conforming to ICEA, NEMA, ASTM, and UL requirements minimum number 12 AWG for power and lighting branch circuits.
3. MC Cable may be used when concealed by the ceiling or wall cavity between the last junction box before the electrical device to the electrical device, in accordance with the NEC, not to exceed 25-feet in length. Support MC cable per code.
4. Branch circuit conductors will be copper and sized of a maximum 3% voltage drop. A separate neutral wire will be provided for each branch circuit.
5. Multi-wire branch circuits will be permitted where existing. Provide handle ties on the multi-wire branch circuits where reused in accordance with code.
6. Manufacturers: Anaconda, American, Southwire, Essex or Okonite.

D. WIRING DEVICES

1. Receptacles: Duplex commercial Specification grade, 2 pole, 3 wire grounding, with green hexagonal equipment ground screw, ground terminals, and poles internally connected to mounting yoke, 20 amperes, 125 volts.
2. Assume a double duplex receptacle at every work area desk and a tele/data rough-in. Provide a duplex receptacle within every common area for general power and every 6' above general work counters and break area counters. Install in accordance with code.
3. Snap Switch: Commercial Specification grade flush single pole alternating current (ac) quiet switches, 20 amperes, 120-277 volts.
4. Three Way: Specification grade flush 3-way ac switches, 20 amperes, 120-277 volts.
5. Wall plates: High impact Nylon.
6. Motion Sensors shall be dual technology wall or ceiling mounted rated at 20 amperes. 120-277 volts.
7. Manufacturers: Hubbell, Sierra, or Pass & Seymour.

E. DISCONNECT SWITCHES

1. Surface mounted, heavy duty type, sheet steel enclosed safety switches of types, sizes, and electrical characteristics indicated; fusible type, 60 hertz, three blades, four poles, solid neutral; and incorporated quick-make, quick-break type switches, so that switch blades are visible in OFF position with door open.
2. Manufacturers: Cutler Hammer, General Electric, or Square D.

F. PANELBOARDS

1. Reuse existing ITE panel boards.
2. New panel boards if required shall match ITE. All panels shall have bolt-on circuit breaker type panelboards. Provide 10% spare circuit breakers and 10% space only for all panelboards. Do not use series rated circuit breakers. Do not use fuses. Provide copper buses for all panelboards. Provide a minimum of one spare conduit to accessible areas from flush mounted panelboards. Directory cards shall identify load locations by room number or name. Panelboards should be located in dedicated electrical rooms. All panelboards shall have minimum 20% spare load capacity, unless noted otherwise. Provide panel board mounted surge protective device (SPD) to protect sensitive electronics on the 120/208V distribution system.
3. Panel boards shall be balanced per-phase to within +/- 20% of the average load. Primary feeders to panel boards are to be sized for a maximum 2% voltage drop.
4. Manufacturers: ITE to match existing.

G. RELOCATED BACK-UP GENERATOR SYSTEM

1. Relocate the existing Generac 60 KW, 120/240 volt, 1 phase standby generator and associated 400 amp, 1 phase transfer switch from the city hall to the renovated facility. The existing generator is pad mounted in an exterior weatherproof housing.
2. Install new concrete pad, underground conduits, 400 amp automatic transfer switch and natural gas fuel line. Provide branch circuits for the battery charger and block heater.
3. Since the existing generator is 120/240 volt, 1 phase and the existing electrical service at the renovated facility is 120/208 volt, 3 phase, the generator shall be permitted to only serve single phase, 120 volt loads within the new space. Install a new 400 amp, 2 pole circuit breaker in the existing main distribution panel to feed the single phase transfer switch and install a new single phase emergency panel to supply the equipment to be on generator power. Balance existing 3 phase load on 3 phase system to accommodate 1 phase emergency load condition described above. Note: Since the generator is only 1 phase, all critical HVAC equipment loads must be single phase. It is assumed that the entire building HVAC system will not be included on the standby generator, only critical lights and receptacle loads.

H. GROUNDING

1. Complete system of ground and equipment grounds installed according to Article 250 NEC.
2. A main ground bar will be provided in the IT room, 12" x 4" x 1/4". The plate will be bonded to the grounding electrode with a bare 6 AWG copper conductor.
3. Insure proper grounding electrode connection of existing service equipment. Repair or replace as necessary to bond each service disconnect to cold water piping, building encased footing and building steel structure.

I. MOTOR CONTROLLERS

1. Magnetic controllers with overload protection, operating coil, and NEMA 1 enclosure.
2. Manufacturers: General Electric, Square D, or Cutler Hammer.

J. EXTERIOR LIGHTING

1. Exterior lighting of the building perimeter and new parking lots for task illumination, physical security and personnel safety will be provided. The lighting design will be coordinated with existing conditions and the planned parking lot installation to provide continuous, consistent coverage from the parking area to pathways with

existing or planned lighting. Use IESNA recommendations for baseline foot candle levels. If physical security or special operations require higher than IESNA levels.

2. Exterior lighting will utilize full cutoff fixtures. All site lighting will be LED and provided by manufacturer that have been in business a minimum of 10 plus years such as Philip, Lithonia, Ruud Lighting, Leotek or GE. Components shall be modular in design to allow upgrades and replacement without replacing the complete fixture. Provide individual fixture or lighting circuit photocell control of fixtures.
3. Emergency egress pathway fixtures with emergency battery backups will be provided.

K. INTERIOR LIGHTING

1. Interior lighting will be T8 energy efficient fluorescent or LED technology lighting. The number of lamps type will be minimized.
2. Dimming or lighting control levels will be provided for lighting of areas where tasking requires varying illumination levels such as conference rooms. We will use IESNA recommended lighting levels for the spaces listed. Illumination levels for interior spaces will initially follow recommended levels based on IESNA RP-1-04 Office Lighting and IESNA Lighting Handbook, 10th Edition. Light levels may need to be adjusted to comply with ANSI/ASHRAE/IESNA 90.1-2007. Motion sensors will be installed in offices and common areas.
3. Fluorescent fixtures shall have electronic program start ballasts with T8 and T5HO lamps. Lay-in Fixtures in office areas and other commonly occupied areas shall be architectural indirect with center basket type. Fluorescent fixtures shall have multi-volt ballasts. Provide fixtures with energy efficient ballasts and lamps. Fluorescent lamps: F32T8, F28T5 or F54T5HO. Compact fluorescent lamps for down lights shall be triple tube. Provide accessories and trim for a complete installation.
4. Prismatic lens fixtures may be used in other finished areas not commonly occupied such as storage and janitors closets.
5. Exit lights shall be LED type with emergency battery power.
6. Emergency battery lighting will be provided to illuminate selected shop spaces, electrical room and other areas where loss of light could present immediate personnel danger upon loss of illumination for the period when the standby generator is not on line. Emergency battery lighting shall be provided by use of battery packs in standard lighting fixtures. Battery pack type fixtures shall have maintenance free nickel cadmium or lead acid batteries with nominal 1350 lumen output.
7. Toilet Rooms/Areas will have recessed linear fluorescent over sinks and toilets. Provide one light on emergency power.

8. Electrical and Mechanical Equipment rooms: Provide industrial turret fixtures with 10-20% uplight reflector. All lights shall have emergency battery backups.
9. Telecommunications rooms will have fluorescent fixtures with linear prismatic lens for good vertical illumination.
10. Storage Rooms will have 2x4 prismatic lens troffers in non-office/utilitarian areas with hung grid ceilings. Fluorescent channel strip with wire guards will be provided at open ceiling areas. All storage rooms will have wall switch infrared motion sensor.
11. Daylighting will not be incorporated into this project.
12. Provide emergency lighting in the mechanical, electrical, and telecommunications rooms, in addition to the areas requiring emergency lighting by code.
13. Lighting controls shall be provided in accordance with ASHRAE 90.1 2007 and shall include dual technology motion sensors and time clock controls. Provide new photocell and time clock controls for all exterior lighting.

L. FIRE ALARM SYSTEM

1. Reuse the existing Simplex automatic fire alarm system and relocate the existing smoke detectors, fire alarm visual and audible devices and pullstations per the new architectural floor plan layout.
2. The new devices shall be installed in accordance with local building code and National Fire Protection Association (NFPA) standards. Provide an addressable, multiplexed system with zone annunciation, manual pull stations, automatic detectors, audible visual signals, and trouble indication.
3. The system will be looped, Class A, Addressable, intelligent supervised with a fire alarm control panel and autonomous control unit located in the electrical room. Provide photoelectric detectors in air handling units.

M. BUILDING SECURITY SYSTEM

1. Include a new Access Control and Alarm Monitoring System (ACAMS) controller, local Closed Circuit Television (CCTV) cameras, and Intercom stations. The ESS shall be monitored in the existing city hall command center.
2. All systems shall include all equipment required to provide complete and operational systems.
3. This includes new door interface electronics, new card readers and access control cards, door position switch, electrified door hardware, key cylinders compatible with master keying system, cameras, and associated cable. Coordinate with Division 8 Doors, Door Frames, Door Hardware.

N. LOW VOLTAGE TECHNOLOGY SYSTEM

1. Provide new low voltage fiber and copper telephone service entrance with CATV cabling from the street.
2. The new system shall interface and extend the existing wide area network of the City of North Royalton into the facility.
3. The design intent is to provide a manufacturer specific, end-to-end solution for the low voltage structured cabling system for the new addition. All cabling shall be construction as an end-to-end solution in accordance with the design intent. The approved end-to-end solutions are to match the existing currently used within the building. Mixing or substituting of different manufacturer's products shall not be permitted.
4. The new technology services will consist of providing two new category 6 horizontal cable drops to each workstation in the new addition from the existing server room located on the second floor of the facility. VOIP is used at this facility for data and telephony services.
5. All new horizontal cable shall be Category 6 UTP Cable in accordance with the following requirements:
 - a. Category 6 UTP horizontal cables shall consist of 4-pair, 24-AWG, unshielded conductors, and shall terminate onto an 8-pin modular jack provided at each telecommunications outlet.
 - b. Cable shall be a round cable design with fluting to maintain the appropriate pair spacing relationship. Cable shall support all current and future applications designed to run on Category 6 cabling. Use of a bonded pair cable shall be prohibited.
 - c. Cabling shall be color coded the same as the jacks. Typically, position 1 shall be blue; position 2 shall be white. Match the building standards regarding color coding.
 - d. All Category 6 cable shall be specified to a minimum of 250MHz.
 - e. Cable pathways must follow the natural contours of the building whenever possible.
 - f. All cabling support devices must be attached to structural steel, structural ceilings/decking, or walls with the appropriate mounting hardware.
 - g. Under no circumstances shall cables be mounted, attached or supported on ceiling panels, support channels (T-bars) and/or vertical ceiling support wires.
 - h. Install appropriately sized conduit where the path travels over inaccessible ceilings or in areas where cable tray or open architecture access parameters cannot be met.
6. Modular furniture installed adjacent to a hard walls shall be fed from the wall using grommeted faceplates and spiral wrap or flexible conduits to support cabling.

7. In hard-wall office environments, cables shall route from the ceiling to the faceplate via. 1" conduit stubs.
8. In overhead or ceiling pathways, open architecture and cable tray systems must maintain a 5-inch clearance from any light fixture, and a 12-inch clearance from any electrical ballast.
9. Provide a minimum of two (2) 4" conduit penetrations through rated walls. Provide fire stopping per ASTM E-184 or UL 1479 fire testing agencies and use similar fire stopping systems to what currently exists at the facility.
10. Jacks shall be RJ-45 style terminated in accordance with ANSI/TIA/EIA 568B Electronic Industries Alliance (EIA) standards.
11. All work shall comply with relevant industry standards and practices including the IEEE, NEC, NFPA, ANSI, EIA, TIA and BICSI. As industry standards and best practices continue to change and evolve, and as new technologies are brought to market, this standard will also change overtime as needed to encompass new technologies and business directions.
12. All testing shall conform to the latest release of ANSI/TIA/EIA 568-B, the manufacturer's warranty criteria, and acceptance criteria. Contractor shall be responsible to repair or replace any cable that does not meet testing Specification at no additional cost to the owner. Testing shall include signal loss, NEXT, and Distance pass fail. The final testing report shall be turned over to the owner in a 3-ring binder format with an electronic copy included.
13. Final locations of all low voltage data drops, cable routings and patch panels shall be coordinated with the City and Architect.

END OF DIVISION 24

DIVISION 31 – EARTHWORK

31100 Site Clearing

1.1 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- C. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.

312000 Earth Moving

1.2 PROJECT CONDITIONS

- A. All earthwork shall be completed in accordance with all standards including but not limited to the Ohio Department of Transportation's standards and all applicable local standards. All overburden shall be removed from the site and disposed of properly. All fill shall be placed, compacted, and prepared for the intended use.
- B. Utility Locator Service: Notify utility locator service (as necessary) for area where Project is located before beginning earth moving operations.
- C. Do not commence earth moving operations until plant-protection measures are in place.

1.3 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

312500 Erosion and Sediment Control

1.4 PREPARATION

- A. Prepare a Storm Water Pollution Prevention Plan.

1.5 IMPLEMENTATION AND DOCUMENTATION

- B. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- C. Execute any required site inspection checklists, documents, and site.
- D. Update, maintain, alter, or add temporary erosion and sediment controls in conjunction ongoing earthwork activities as required for the Project.
- E. Maintain an up-to-date Site Plan in the field office. Continually update the Site Plan with notations that coordinate with the site checklists and logs.
- F. The Owner's Representative has the right and authority to limit earth-moving activities and to direct the Contractor to immediately provide permanent or temporary pollution control measures.
- G. Install permanent erosion measures such as pavement and lawn areas as soon as practically possible to minimize temporary pollution control measures.
- H. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- I. Ensure that a proper Notice of Termination (NOT) is filed with the governing authority.

END OF DIVISION 31

DIVISION 32 – EXTERIOR IMPROVEMENTS

321216 Asphalt Paving

1.1 HOT MIX ASPHALT PAVING

- A. Removal of existing asphalt paving shall include the proper removal and disposal of materials.
- B. New asphalt paving shall be designed and installed for its intended use and shall meet the requirements of the Ohio department of Transportation's details and standards. Paving shall be installed on properly prepared and compacted sub-base material. The planned bottom depths shall be prepared and properly compacted. All soft spot and unsuitable soils shall be remediated prior to the installation of paving.

321313 Concrete Paving

1.2 CONCRETE PAVING

- A. Removal of existing concrete paving shall include the proper removal and disposal of materials.
- B. All concrete paving shall be designed and installed in accordance with the Ohio Department of Transportation's standards and details. Proper reinforcing shall be incorporated into the design based on the intended use of the areas involved. Concrete paving shall be installed on suitable base material. The sub-base shall be properly compacted and prepared prior to installation. All soft spots and unsuitable areas shall be remediated prior to installation.

329300 Landscape Plantings

1.3 GENERAL

- A. The immediate building site and planting area occupies approximately 1 acre. The existing plant material layout can best be described as typical foundation planting scheme. Plant material is mature, but in some cases are beyond desirability. Several plants have died or are missing. A significant amount of material is overgrown, blocks windows, and blocks view sheds. Some of the outlying trees require pruning and/or removal.
- B. Provide trees, shrubs, and plants that comply with recommendations and requirements of ANSI Z601 "American Standard for Nursery Stock." Provide healthy, vigorous stock, grown in recognized nursery in accordance with good horticulture practice and free of disease, insect eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, or disfigurement.
- C. New plant material must meet or exceed Zone 8 hardiness characteristics.

- D. Plant material must be predominantly comprised of drought resistant and deer resistant species.
- E. Plant material must include a balance of deciduous and evergreen species with seasonal variety.
- F. Plant material selection must be low maintenance.
- G. All plant bed edging must be cleanly redefined/defined and mulched with 2 to 3 inches of shredded hardwood bark mulch.
- H. Tree mulch rings must be 6 inches in diameter.
- I. All disturbed areas shall be re-sodded/seeded respective of location.
- J. Maintenance of all plant material including but not limited to weeding, watering, mulch amending; shall be maintained until completion of project.
- K. Supply one year replacement warranty on all plant material.
- L. There shall be no vine or stoloniferous plant material.
- M. Total installation cost shall not exceed \$25,000.00.

END OF DIVISION 32

Exhibit 6

DESIGN-BUILDER'S PERSONAL PROPERTY TAX AFFIDAVIT
(O.R.C. § 5719.042)

State of _____,
County of _____, ss:

_____, being first duly sworn, deposes and says that he/she
(Name)

is the _____ of _____ ("Design-Builder"), with
(Title) (Design-Builder)

offices located at _____
(Address of Design-Builder)

and as the Design-Builder's duly authorized representative, states that effective this
_____ day of _____, 20____, the Design-Builder:

() is charged with delinquent personal property taxes on the general list of
personal property as set forth below:

<u>County</u>	<u>Amount</u> (include total amount penalties and interest thereon)
_____ County	\$ _____
_____ County	\$ _____
_____ County	\$ _____

() is not charged with delinquent personal property taxes on the general list
of personal property in any Ohio county.

(Affiant)

Sworn to and subscribed this _____ day of _____, 20____.

(Notary Public)

My commission expires

_____, 20____

DESIGN-BUILDER: [insert name]

BY: _____
(Signature of authorized representative)

NOTARY PUBLIC

Subscribed and sworn to before me on this date by _____ on behalf of
_____.

Signature of Notary Public

Notary Public: _____

My Commission Expires: _____

**DESIGN-BUILDER’S WAIVER & RELEASE AFFIDAVIT
 (“AFFIDAVIT”)**

Project: City of North Royalton Administrative Office Building and Park Design Build Project

The undersigned hereby acknowledges receipt of payment for all Work on the Project through the date of the prior Application for Payment by the City of North Royalton (the "City") with which it has a contract for the Project.

In return for said payment, and/or pursuant to certain contractual obligations of the undersigned, the undersigned hereby waives and releases any rights it has or may have through the date of the last Application for Payment to any and all types of claims relating to the Project, including without limitation claims of payment, Mechanic’s Lien, stop notice, equitable lien, labor and material bond, breach of contract or unjust enrichment, or any other claim against the City, for any labor, materials, or equipment the undersigned may have delivered or provided to the Project, except for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form. The undersigned further certifies that this Affidavit covers claims by all contractors, subcontractors, and suppliers who may have provided any labor, material, or equipment to the Project through the undersigned or at the undersigned’s request. The undersigned acknowledges that all such contractors, subcontractors, sub-subcontractors and suppliers have signed an affidavit in the form of this Affidavit releasing any and all claims against the City, except for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

This Affidavit is for the benefit of, and may be relied upon by the City. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, work of improvement, and real property from any and all claims, or liens that are or should have been released in accordance with this Affidavit.

Company Name

State of: _____ County of _____

Authorized Signature (Company Officer)

Subscribed and sworn to before me this _____

Title

day of _____

Notary Public: _____

Date

My Commission Expires: _____

**SUBCONTRACTORS, SUPPLIERS
WAIVER & RELEASE AFFIDAVIT
("AFFIDAVIT")**

Project: City of North Royalton Administrative Office Building and Park Design Build Project

The undersigned hereby acknowledges receipt of payment for all Work on the Project through the date of the prior Application for Payment by the Design-Builder ("Design-Builder") with which it has a contract.

In return for said payment, and/or pursuant to certain contractual obligations of the undersigned, the undersigned hereby waives and releases any rights it has or may have through the date of the Design-Builder's last Application for Payment and to any and all types of claims relating to the Project, including without limitation claims of payment, Mechanic's Lien, stop notice, equitable lien, labor and material bond, breach of contract or unjust enrichment, or any other claim against the Design-Builder, the Design-Builder's surety, and/or the City of North Royalton (the "City"), for any labor, materials, or equipment the undersigned may have delivered or provided to the Project, except for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form, a copy of which has been delivered to the City. The undersigned further certifies that this Affidavit covers claims by all contractors, subcontractors and suppliers through the date of the Design-Builder's last Application for Payment who may have provided any labor, material, or equipment to the Project through the undersigned or at the undersigned's request. The undersigned acknowledges that all such contractors, subcontractors, sub-subcontractors and suppliers have signed an affidavit in the form of this Affidavit releasing any and all claims against the Design-Builder, the Design-Builder's surety, and/or the City, except for any Claims made by properly and timely submitting a Statement of Claim form a copy of which has been delivered to the City. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

The undersigned agrees that upon receipt of the payment from the Design-Builder with respect to the Design-Builder's current Application for Payment, it shall, if applicable, immediately execute and cause to be filed or recorded a legally effective Satisfaction of Lien, Release of Lien, or any other legal instrument necessary to cause prejudicial dismissal and release of any lien, encumbrance, lawsuit, or other claim against the Design-Builder, the Design-Builder's surety and the City, the property where the Project is located, and/or any surety bond posted by the Design-Builder or the City to the extent of the foresaid payment. Upon request of the Design-Builder, the undersigned shall provide proof of having complied with this obligation.

This Affidavit is for the benefit of, and may be relied upon by, the Design-Builder, the Design-Builder's surety and the City. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, its Work, and real property from any and all claims, or liens that are or should have been released in accordance with this Affidavit and from any liability, cost, or expense incurred as a result of any breach of this Affidavit by the undersigned.

_____ State of: _____ County of _____
Company Name

Subscribed and sworn to before me this _____
Authorized Signature (Company Officer) day of _____

_____ Notary Public: _____
President Title

My Commission Expires: _____
_____ Date

Sales and Use Tax Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (owner's) name _____

Exact location of job/project _____

Name of job/project as it appears on contract documentation _____

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

<input type="checkbox"/>	Real property under a construction contract with the United States government, its agencies, the state of Ohio or an Ohio political subdivision;	<input type="checkbox"/>	Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
<input type="checkbox"/>	A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	<input type="checkbox"/>	A house of public worship or religious education;
<input type="checkbox"/>	A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12);	<input type="checkbox"/>	A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
<input type="checkbox"/>	The original construction of a sports facility under R.C. section 307.696;	<input type="checkbox"/>	A hospital facility entitled to exemption under R.C. section 140.08;
<input type="checkbox"/>	Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	<input type="checkbox"/>	Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

Owner/Contractee

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

Subcontractor

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

Political Subdivision

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

Exhibit 11

DESIGN-BUILDER'S PAYMENT APPLICATION CHECKLIST

THE DESIGN-BUILDER MUST COMPLETE THIS CHECKLIST AND SUBMIT IT TO THE CRITERIA ARCHITECT WITH ITS PAYMENT APPLICATION AND ALL REQUIRED DOCUMENTATION.

1. Design-Builder's Name: _____

2. Name, title, and telephone and fax numbers of Design-Builder's representative to contact regarding the Payment Application and required documentation:

Name: _____ Title: _____

Office Telephone No.: (____) _____ FAX No.: (____) _____

3. Application for Payment Number and Date:

No. _____ Date: _____, 20____

4. The following is a list of required documentation that must accompany its Payment Application. The Design-Builder certifies that it has submitted the documentation listed below with its Payment Application. If the Design-Builder cannot do so, the Design-Builder should explain why in Paragraph 5. Such explanations shall not excuse the Design-Builder from the requirements for submitting this documentation.

_____ .1 Five (5) copies of a properly completed and executed Application for Payment with a properly completed and executed Schedule of Values attached to each;

_____ .2 Properly Completed Design-Builder's Affidavit with List of Contractors, Subcontractors, and Suppliers and Any Amounts Withheld;

_____ .3 Design-Builder's Waiver and Release Agreement (beginning with the second Application for Payment);

_____ .4 For each of its Contractors, Subcontractors, and Suppliers, a Contractors, Subcontractor's, Supplier's Waiver and Release Agreement (beginning with the second Application for Payment);

_____ .5 Schedule of all materials and equipment stored on-site;

_____ .6 For materials and equipment stored off-site:

_____ A list of the materials and equipment consigned and stored off-site in connection with the Project (which shall be clearly identified), giving the place of storage, together with copies of invoices and reasons why the materials and equipment cannot be delivered to the site;

_____ Certification that all items have been tagged for delivery to the Project and that they will not be used for any other purpose;

_____ A letter from the Design-Builder's surety bonding company indicating agreement to the arrangements and that payment to the Design-Builder shall not relieve either party of its responsibility to complete the facility;

_____ Evidence of adequate insurance covering the material and equipment in storage, which shall name the Owner as additional insured;

_____ Evidence that the Owner or Criteria Architect has visited the Design-Builder's place of storage and found that all the materials and equipment set forth in the payment request and represented to be stored off-site are stored at the place of storage (any costs incurred by the Owner or Criteria Architect to inspect material and equipment in off-site storage shall be paid by the Design-Builder); and

_____ Itemization of the materials and equipment and their cost, which were approved on previous Pay Applications and which remain in off-site storage.

_____ .7 Properly completed certified payroll reports;

_____ .8 The documentation necessary for the Owner to verify the amounts due to the Design-Builder, including but not limited to daily job logs, employee time records, internal job cost reports, original invoices for materials and equipment and documents showing that the Design-Builder has paid for such materials and equipment, and so as to verify that amounts due laborers, Subcontractors, and Sub-Subcontractors have been paid to them.

_____ .9 Other documentation or information required by the Design-Build Documents or requested by the Owner or Criteria Architect.

5. Reason why required documentation is not submitted:

NOTE: The failure to submit required documentation, regardless of the reason, may result in non-payment, partial payment, and/or late payment.

Signature

Printed Name

Date

CRITERIA ARCHITECT'S REVIEW

_____ Checklist and documentation complete.

_____ Checklist and documentation incomplete.

Signature

Printed Name

Date



MODIFIED STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

The author of this document has revised the text of the original DBIA standard form.

Document No. 535

Second Edition, 2010
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Washington, DC

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Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition), as modified.

1.2.3 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Proposal as being the "Basis of Design Documents."

1.2.4 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder in consultation with and subject to the approval of the Owner and consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.5 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.6 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder subject to the approval of the Owner.

1.2.7 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents. The Design-Builder warrants and represents that it, its Design Consultants, its Design Sub-Consultants, its Subcontractors, its Sub-Subcontractors and all of its other consultants presently have, and will at all times during the term of this Agreement maintain: (i) all skills, experience, knowledge, staffing and resources necessary to perform the services set forth herein, and (ii) all required licenses, accreditations, certifications and registrations necessary to perform the services set forth herein.

1.2.8 *Final Completion* shall mean that the Work is complete in accordance with the Contract Documents and the Design-Builder has submitted to the Owner all documents required to be submitted to the Owner for Final Completion.

1.2.9 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.10 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition), as modified.

1.2.11 [not used].

1.2.12 *GMP Proposal* means the guaranteed maximum price proposal for the Project provided by the Design-Builder to the Owner as part of the Design-Builder's response to the Owner's request for proposals for the Project.

1.2.13 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.14 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.15 *Notice of Delays* shall be provided by Design-Builder for all delays in accordance with Section 2.1.3.3.1 herein.

1.2.16 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.17 *Site* is the land or premises on which the Project is located.

1.2.18 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers and is prequalified in accordance with all Legal Requirements and the requirements of the Contract Documents.

1.2.19 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.20 *Substantial Completion* or *Substantially Complete* shall mean that the Work is complete and ready for full occupancy with only a very limited number of minor defects and/or items of incomplete or non-conforming Work that have no adverse impact on the use or occupancy of the Project. All finishes must be complete, all systems fully functional, including permanent power, and a Certificate of Occupancy (if applicable) issued by the authority having jurisdiction. If a Certificate of Occupancy is not required, the Criteria Architect will determine if the building is ready for occupancy and will issue a letter stating the building is ready for occupancy.

1.2.21 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

1.2.22 *Claim* is defined in Section 10.1 of the General Conditions of Contract.

1.2.23 *Statement of Claim Form* means the Statement of Claim Form described in Section 10.1 of the General Conditions of Contract and contained in the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner's Representative and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner's Representative and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the written approval of the Owner's Representative.

2.1.2 Design-Builder shall provide Owner's Representative with a monthly status report detailing the progress of the Work, including (1) executive summary, (2) design reviews, issues and sign-off status, (3) status of all contracts, subcontracts, purchase orders and consultant agreements, (4) budget status and forecast, (5) buyout status, (6) change order status, (7) contingency status, (8) schedule status, (9) remedial action plan for any critical area behind schedule, (10) issues log and critical issues list, (11) items requiring Owner action, (12) outlook of scheduled activities for the next 30 days, (13) drawings and photos, (14) identification of discrepancies, conflicts, or ambiguities existing in the Contract Documents that require resolution, (15) identification of health and safety issues existing in connection with the Work; (16) identification of any items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time, and (17) any other information Design-Builder finds relevant to bring to the attention of the Owner.

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response ("Progress Schedule"). The Progress Schedule shall indicate the dates for the start and completion of the various stages of Work, including reasonable dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s), punch list, project close-out requirements, contract completion, and occupancy requirements. The Progress Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may only be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work. The Progress Schedule shall be manpower loaded and utilize a critical path method network analysis and shall be accompanied by a bar chart schedule based thereon. The Progress Schedule shall be updated on a monthly basis or at any time that the Progress Schedule has been significantly impacted by any cause. A copy of the current revised Progress Schedule shall be submitted by the Design-Builder to the Owner each month with a report.

2.1.3.1 The Progress Schedule is for the purpose of coordinating the timing, phasing and sequence of the Work and shall not change or modify the Date for Substantial Completion. **The Date for Substantial Completion shall only be changed or modified by Change Order, other Modification or a Claim that is Finally Resolved, regardless of the date in any proposed schedule.**

2.1.3.2. The Design Builder's obligation to furnish requested scheduling information is a material term of its Contract. If the Design-Builder fails to furnish requested scheduling information in writing within five (5) days of a request for such information from the Owner, the Owner may withhold processing all current and future Applications for Payment until the Design-Builder furnishes the requested information.

2.1.3.3. THE PERIODS OF TIME IN THE PROGRESS SCHEDULE ARE OF THE ESSENCE TO THIS CONTRACT. THE DESIGN-BUILDER SHALL PROSECUTE ITS WORK IN ACCORDANCE WITH THE CURRENT PROGRESS SCHEDULE.

2.1.3.3.1. Notice of Delays. As a condition precedent to any increase in the Contract Price, use of Contingency, use of Shared Savings, increase in Contract Times and/or increase in the GMP, the Design-Builder shall give the Owner's Representative verbal notice of any delay affecting its Work within two (2) business days of the commencement of the delay. In addition and also as a condition precedent to any increase in the Contract Price, use of Contingency, use of Shared Savings, increase in Contract Times and/or increase in the GMP, the Design-Builder shall give the Owner's Representative written notice of the delay within ten (10) business days of the commencement of the delay with specific recommendations about how to minimize the effect of the delay. The written notice of the delay shall conspicuously state that it is a "**NOTICE OF DELAY.**" A notice of a delay shall not constitute the submission of a Claim. Contract Times shall only be changed as provided in the Agreement. The Design-Builder acknowledges and agrees that these notice provisions are material terms of the Contract Documents and give the Owner the opportunity to take action to minimize the cost and/or effect of delays.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.1.5 If the Owner, through the Owner's Representative, determines that the performance of the Work has not progressed adequately and it is likely that the Design-Builder will not substantially complete its Work by its Date for Substantial Completion based upon the Design-Builder's failure to achieve specific milestone dates contained within the original construction schedule as adjusted by Excusable Delays, the Owner's Representative shall have the right to order the Design-Builder to take Corrective Measures necessary to expedite the Work, including, without limitation: (i) working additional shifts or overtime; (ii) supplying additional manpower, equipment, and facilities; and (iii) other similar measures (collectively referred to as "Corrective Measures"). If the Owner orders the Design-Builder to take such Corrective Measures, and regardless of any claims, disputes or objections, the Design-Builder shall take and continue such Corrective Measures until the Owner is satisfied that the Design-Builder is likely to substantially complete its Work by its Date for Substantial Completion. The Design-Builder shall not be entitled to adjustment in the Guaranteed Maximum Price in connection with the Corrective Measures required pursuant to this Section 2.1.5, unless the Design-Builder is able to establish that it is otherwise entitled to additional compensation under the terms of the Contract Documents.

2.1.6 Unless otherwise expressly provided in the Contract Documents, the Design-Builder shall provide typed or printed instructions covering the operation and maintenance of each item of equipment furnished in a notebook submitted to the Owner. The instructions, as applicable, shall include the following:

- .1 Any schematic piping and wiring diagrams;
- .2 Any valve charts and schedules;
- .3 Any lubrication charts and schedules;
- .4 Guides for troubleshooting;
- .5 Pertinent diagrams and maintenance instructions for all equipment;
- .6 Manufacturer's data on all equipment;
- .7 Operating and maintenance instructions for all equipment;
- .8 Manufacturer's parts list;
- .9 Any testing procedures for operating tests; and
- .10 Other instructions and materials as required by the Contract Documents.

The Design-Builder shall provide two (2) hard copies and two (2) additional copies in any electronic format requested by Owner of the above instruction books within 30 days after the Substantial Completion of the Work. The books shall describe the information to be covered clearly and in detail and shall be in form and content satisfactory to the Owner.

2.1.7 Unless otherwise provided in the Contract Documents, the Design-Builder will participate in training sessions for the Owner's maintenance personnel. These training sessions will cover the operation and maintenance of the Project's systems. The training will be of sufficient time and detail to train the Owner's maintenance personnel in how to maintain and operate these systems. Additionally, unless otherwise provided in the Contract Documents, during the first twelve (12) months following Final Completion of the Project, the Design-Builder (without additional compensation) will participate in tests on all systems as reasonably requested by the Owner. The Owner will be advised when the testing will be conducted and may observe the testing. It is intended that the testing be a comprehensive series of operation tests designed to determine whether the systems are fully operational in accordance with appropriate design standards, the Owner's Design Criteria, and the requirements of the Contract Documents. If it appears that any of the systems, including equipment and software, do not conform to appropriate design standards, the Owner's Design Criteria, and the requirements of the Contract Documents, the Design-Builder will remedy the defective and/or non-conforming work as provided in Contract Documents.

2.1.8 The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

2.1.9 The Design-Builder shall conduct the Work in a manner that minimizes disruption to the adjacent property owners' operations and minimizes disruption to the owners, tenants and sub-tenants of existing structures. Unless expressly permitted by the Contract Documents or by the Owner in writing, the Design-Builder shall not materially interfere with the operations of any businesses or buildings adjacent or near the site, shall not permit any of its employees or its Design Consultant's, Design Sub-Consultant's, Subcontractor's or Sub-Subcontractor's employees to use any existing facilities on the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas, and shall not permit its employees or its Design Consultant's, Design Sub-Consultant's, Subcontractor's or Sub-Subcontractor's employees to bring any tobacco products, alcoholic beverages, controlled substances, or firearms onto the Project site or any other property owned or controlled by the Owner. Additionally, the Design-Builder shall not permit its employees or its Design Consultant's, Design Sub-Consultant's, Subcontractor's or Sub-Subcontractor's employees to use any radios, tape or compact disc players, or sound amplification equipment that is audible outside of the immediate area where the Work is being performed.

2.1.10 The Design-Builder shall conspicuously post notice of the prohibitions listed in the preceding subparagraphs at the Project site in the same locations as OSHA notices are required to be posted, and shall verbally inform all of the Design-Builder's employees, and the employees of the Design-Builder's Design Consultants, Design Sub-Consultants, Subcontractors and Sub-Subcontractors, regardless of tier, of such prohibitions.

2.1.11 SIGNAGE. The Design-Builder and any entity for whom the Design-Builder is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

2.1.12 CUTTING AND PATCHING. The Design-Builder shall be responsible for cutting, fitting or patching as required to complete the Work or to make its parts fit together properly. The Design-Builder shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such

construction or by excavation. The Design-Builder shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner's Representative and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

2.1.13 PRIVILEGED COMMUNICATIONS. The Design-Builder acknowledges and agrees that the Owner's legal counsel may from time to time provide legal services to the Project and that in doing so may communicate with the Owner's Representative and Criteria Architect. The Design-Builder agrees that such communications will be privileged communications and, if there is a Claim contemplated or pending, any written communications will be confidential work product.

2.1.14 As part of its General Services, Design-Builder shall attend all public meetings to solicit public input regarding the Project as requested by the Owner.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant or any Design Sub-Consultant except as set forth in Paragraph 2.7.3 herein.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession for similar projects taking into account any unique requirements of the Owner and the location of the Project.

2.3.2 The Design-Builder shall review laws, codes, and regulations applicable to the Design-Builder's services. The Design-Builder shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project, and shall perform Design-Builder's services and design the Project in conformance with all such laws, codes, and regulations in effect at the time of design completion. In the event of conflicting requirements, the Design-Builder shall comply with the more stringent requirements.

2.4 Design Development Services.

2.4.1 Design-Builder and the Owner's Representative shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents identified in the GMP Proposal, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner's Representative shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner's Representative shall review and approve the interim design submissions and meeting minutes in a time that is consistent with any

reasonable turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner's Representative Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner's Representative shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner's Representative prior to commencement of construction.

2.4.3 Owner's or Owner's Representative's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's Representative's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner or Owner's Representative.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 Except as set forth in Section 2.3.2, the Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the GMP Proposal to the extent that they result in revisions Design-Builder is required to make to the Construction Documents that affect the cost of the Work or the schedule.

2.6 Government Approvals and Permits.

2.6.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project. Owner shall waive all permit fees that are within its jurisdiction and may obtain waivers of certain other fees.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself, Design Consultants, Design Sub-Subconsultants, Subcontractors or Sub-Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite

expertise, skill and competence of a Design-Builder familiar with the construction of similar court house facilities in Ohio in order to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Subcontractors.

2.7.3.1 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, Supplier, or other individual or entity. If the Design-Builder is in default because of the Subcontractor's performance, then the Design-Builder shall not be entitled to any adjustment in the Contract Price, Contract Time and/or GMP and shall remain liable to the Owner for any actual and direct damages or losses caused by such default. The objection or failure to object to any Subcontractor by the Owner shall not relieve the Design-Builder of its responsibility for performance of the Work, nor shall the approval of any particular Subcontractor be construed as approval of any particular process, equipment, or material.

2.7.3.2 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Design Consultants, Design Sub-Consultants, Subcontractors, Sub-Subcontractors and their agents and employees, and other persons or entities performing any portion of the Design-Builder's obligations under the Design-Build Documents.

2.7.3.2 Design-Builder shall prequalify Subcontractors in accordance with all Legal Requirements, including the latest version of the Ohio Administrative Code 153:1-7-01. Design-Builder shall establish criteria for the prequalification of prospective bidders on subcontracts that shall:

2.7.3.2.1 include the experience of the bidder, the bidder's financial condition, conduct and performance on previous contracts, facilities, management skills, and the ability to execute the contract properly;

2.7.3.2.2 require prospective bidders to affirmatively state that they have not violated any affirmative action or equal opportunity program during the last five years preceding the date of the prequalification application;

2.7.3.2.3 require a prospective bidder to submit proof of current licenses held by Design-Builder, its Design Consultants, or Design Sub-Consultants to perform the work as required by the Owner or by applicable law.

2.7.3.3 The prequalification criteria established pursuant to Paragraph 2.7.3.2 by the Design-Builder are subject to the approval of the Owner. The Owner may approve or reject the criteria in whole or in part. In addition to any other remedies under the Contract Documents, the Owner shall have the right to stop payment or withhold monies due the Design-Builder until an acceptable Subcontractor is approved by the Owner.

2.7.3.4 Requirements for the award of Subcontracts.

2.7.3.4.1 All Subcontracts shall be awarded in accordance with all applicable Legal Requirements.

2.7.3.4.2 For each Subcontract to be awarded, the Design-Builder shall identify at least three prospective bidders that are prequalified to bid on each Subcontract, except that the Design-Builder shall identify fewer than three if the Design-Builder establishes to the satisfaction of the Owner's Representative that fewer than three prequalified bidders are available.

2.7.3.4.3 Once the prospective bidders are prequalified and found acceptable by the Owner's Representative, the Design-Builder shall solicit proposals from each of those bidders.

2.7.3.4.4 The solicitation and selection of a Subcontractor shall be conducted under an open-book pricing method consistent with Paragraph 7.5 of the Agreement.

2.7.3.4.5 Subject to the consent of the Owner's Representative, the Design-Builder is not required to award a Subcontract to a low bidder.

2.7.3.4.6 If the Design-Builder intends and is permitted by the Owner's Representative, in writing, to self-perform a portion of the Work on the Project, the Design-Builder shall submit a sealed bid for the portion of the Work prior to accepting any bids from Subcontractors for the same Work. The Design-Builder may only self-perform work to the extent that the Design-Builder's bid for the particular scope of work is lower than the bid of a prequalified subcontractor.

2.7.3.5 For all Subcontractors on the Project, the Design-Builder shall use the form of subcontract included in Ohio Administrative Code Section 153:1-3-02. All subcontracts on the Project shall include the following terms and conditions:

2.7.3.5.1 Mutual rights and responsibilities: The subcontract form shall contain a provision requiring:

- a. the Design-Builder and the Subcontractor to be mutually bound to the terms of the Contract Documents;
- b. the Design-Builder to assume toward the Subcontractor the rights, remedies, obligations, and responsibilities that the Owner has and assumes toward the Design-Builder;
- c. the Subcontractor to assume toward the Design-Builder the rights, remedies, obligations, and responsibilities that the Design-Builder assumes towards the Owner; and,
- d. the Subcontractor to perform its portion of the work on the Project in accordance with the Contract Documents.

2.7.3.5.2 Contingent assignment: The subcontract form shall contain a provision providing for the assignment of the subcontract to the Owner, at the Owner's option, upon the termination of the Design-Builder's contract and written notice to the Subcontractor.

2.7.3.5.3 Intended third party beneficiary: The subcontract form used for the contract with Subcontractors, Sub-Subcontractors, Design Consultants, and Design Sub-Consultants shall contain a provision indicating that the Owner is an intended third party beneficiary of the subcontract, entitled to enforce any rights thereunder for its benefit.

2.7.3.5.4 Insurance: The subcontract form shall contain a provision requiring the Subcontractor to maintain insurance in accordance with the Contract Documents.

2.7.3.5.5 Right to audit: The subcontract form shall contain a provision entitling the Owner and any agents designated by the Owner to have access to and the right to audit and copy, at the Owner's reasonable cost, all of the Subcontractor's and Sub-Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders and memorandum relating to the Work for not less

than ten (10) years following completion of the Work consistent with section 149.43 of the Revised Code.

2.7.3.5.6 Indemnification: The subcontract form shall contain a provision requiring the Subcontractor and its Sub-Subcontractors to indemnify, defend and hold harmless, to the fullest extent permitted by law, the Owner, its consultants, and employees from all claims and expenses for bodily injury and property damage other than to the work itself that may arise from the performance of the subcontract work, but only to the extent caused by the negligence of the Subcontractor, its Sub-Subcontractors or a person or entity for whom the Subcontractor or Sub-Subcontractor may be liable. The subcontract form shall not require a Subcontractor to waive its immunity under the workers' compensation laws of this state from claims brought against the Subcontractor by the Subcontractor's employees. The indemnification required by this provision is in addition to, and not a limitation of, the other indemnification requirements in the Contract Documents.

2.7.3.5.7 Prompt payment: The subcontract form shall contain a provision requiring the Design-Builder, notwithstanding a contingent payment clause, to make payments to the Subcontractor in accordance with applicable law, including section 4113.61 of the Ohio Revised Code, and that progress payments to the Subcontractor for satisfactory performance of the subcontract work shall be made no later than ten days after receipt by the Design-Builder of payment from the Owner for that subcontract work.

2.7.3.4.8 Retainage: The subcontract form shall contain a provision requiring that retainage shall be at a rate equal to or less than the percentage retained from the Design-Builder's payment by the Owner for subcontract work.

2.7.3.5.9 Warranty: The subcontract form shall contain a provision requiring that the Subcontractor fully warrant, for the benefit of the Owner, that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents and free from defective workmanship or materials.

2.7.3.5.10 Non-waiver of lien or payment bond rights: The subcontract form and any supplemental terms to the contract between the Design-Builder and the Subcontractor shall not include any terms or conditions that seek to prohibit a Subcontractor from exercising its rights under chapter 1311 of the Revised Code or under any payment bond provided by the Design-Builder.

2.7.3.5.11 Nondiscrimination: The subcontract form shall contain a provision specifically requiring the Subcontractor to comply with applicable law regarding equal employment opportunity, including section 153.59 of the Revised Code and, to the extent applicable, all executive orders issued by the Governor of the state of Ohio.

2.7.3.5.12 Dispute resolution: The subcontract form shall require the contract between the Design-Builder and Subcontractor to contain a dispute resolution provision that is comparable to the dispute resolution provision in the contract between the Design-Builder and the Owner.

2.7.4 Design-Builder has a duty to inspect the Work of its Subcontractors, Sub-Subcontractors, Design Consultants and Design Sub-Consultants for appropriate design and conformance with the Contract Documents and assumes responsibility to Owner for the proper performance of the Work of Subcontractors, Sub-Subcontractors, Design Consultants, and Design Sub-Consultants and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights except that the Owner is an intended third-party beneficiary of Design-Builder's

agreements with its Design Consultants, Design Sub-Consultants, Subcontractors, Sub-Subcontractors and suppliers.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder shall reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without disruption.

2.7.6 Design-Builder shall keep the Site free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.7.7 Design-Builder shall maintain at the Project site or other location approved by Owner's Representative and accessible for review and copying by the Owner or its designee, the following items:

- .1 A set of Drawings and Specifications as approved by the Authority having Jurisdiction;
- .2 A copy of the Drawings and Specifications upon which the Design-Builder shall record changes made during the course of its Work;
- .3 The Design-Builder shall keep an accurate record of all changes made to the Drawings to show actual installation where installation varies from Work as originally shown, including the exact location and depth of underground utility lines. Any such changes shall be noted by Change Order Number, if a Change Order was issued, and drawn neatly in a contrasting color on the drawings;
- .4 The Design-Builder shall keep record of all changes to the Specifications;
- .5 When Shop Drawings are used, the Design-Builder shall cross-reference the corresponding sheet numbers on the drawings and sections of the specifications;
- .6 A daily log at the Project site in which it has recorded Project-related information, including, but not limited to, the weather, number of workers on site, identification of equipment, Work accomplished, problems encountered, and other similar relevant Project data;
- .7 As applicable to its Work, all Bulletins, Addenda, approved Shop Drawings, Product Data, Samples, manufacturers' installation, operating and/or maintenance instructions or requirements, certificates, warranties, Change Orders, Change Directives, other Modifications and complete back up data for all Change Orders, Change Directives and other Modifications; and
- .8 All the Design-Builder's communications, including but not limited to letters, memoranda, e-mail, invoices and bills of lading, arising out of or related to the Project with the Owner, Owner's Representative, other contractors, and/or its Design Consultant, Design Subconsultant, Subcontractor or Sub-Subcontractor.

2.7.8 The Design-Builder will, at the Design-Builder's expense, fully comply with all statutes and regulations regarding notification and disposal of construction and demolition debris, including, without limitation, Ohio Revised Code Chapter 3714 and the regulations enacted thereunder.

2.7.9 The Design-Builder, at least five (5) working days prior to commencing construction in an area that may involve underground utility facilities, concealed conditions, or may impact on life safety matters, shall comply with the obligations imposed upon excavators in Ohio Revised Code Sections 3781.25 to 3781.32 including but not limited to giving notice to the Owner and where underground utility facilities are involved also to the registered underground utility protection services and the owners of underground utility facilities.

2.7.10 The Design-Builder shall notify immediately the occupants of any premises near the Work and the Owner's Representative as to any emergency that it may create or discover. The Design-Builder shall notify immediately the operator of any underground utilities and the Owner's Representative of any break or leak in the lines of such operator or any dent, gouge, groove, or other damage to such lines or to their rating or cathodic protection, made or discovered in the course of excavation.

2.7.11 The Design-Builder shall perform its Work during normal business hours unless otherwise provided in the Contract Documents or approved in writing by the Owner's Representative. Any Work at other than normal business hours will be at the Design-Builder's expense without reimbursement, unless authorized by Change Order or Change Directive.

2.7.12 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Design-Build Contract. The Design-Builder shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Design-Builder's employees and other persons carrying out the Design-Build Contract shall comply with all security and safety requirements of the Owner. The Design-Builder shall only assign competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks assigned. If the Owner or the Owner's Representative deems any employee of the Design-Builder or of a Subcontractor, a Sub-Subcontractor, a Design Consultant, or a Design Sub-Consultant of any tier unsatisfactory, the Design-Builder will transfer or require its Subcontractor, Sub-Subcontractor, Design Consultant, or Design Sub-Consultant to transfer such employee from the Project immediately and replace or require the prompt replacement of such employee with a competent employee. The Owner, however, shall be under no obligation to do so.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder shall take reasonable precautions for safety so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. The Design-Builder shall be responsible, at the Design-Builder's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein with respect to the Design-Builder's Work. The Design-Builder shall promptly repair any damage to such property or improvements at its sole cost and expense. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Design Consultant, Design Sub-Consultant, Subcontractor, Sub-Subcontractor and others as applicable.

2.8.2 Design-Builder, Subcontractors and its Sub-Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific safety requirements do not violate

any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.8.4 When trenching, excavating or performing any other activities where the presence of a competent person is required, Design-Builder shall keep a competent person at the Site to comply with OSHA requirements. The competent person shall be one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions that are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

2.8.5 The Design-Builder shall provide the Owner's Representative with a list of names and contact information of the designated employees for the Design-Builder and for each Subcontractor to be contacted in case of emergency during non-working hours. A copy of the list will also be displayed at the jobsite by Design-Builder.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, suitable and fit for their intended use, in conformance with the Contract Documents and free of defects in materials, design and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.9.2 Design-Builder's warranty period starts at the successful startup and testing in accordance with the Contract Documents or beneficial occupancy of the Project by the Owner, whichever comes later.

2.9.3 If the Design-Builder breaches any of its warranties under Section 2.9, the Design-Builder will pay the Owner for its damages and expenses, including but not limited to attorneys' and consultants' fees and expenses, arising out of or related to such breach.

2.9.4 ADDITIONAL WARRANTIES The Design-Builder gives the Owner the following additional warranties:

- .1 The Design-Builder warrants that the roofing system will be weather tight; and,
- .2 The Design-Builder warrants that the wall and window systems will be weather tight.

Weather tight shall mean the roofing, wall and window systems are designed and constructed to prevent water infiltration, moisture infiltration, and condensation that might cause damage to the Work or the Owner's property.

2.9.5 Design-Builder's warranty provided under Section 2.9 is in addition to and not limited by

any other warranties provided by the Design-Builder under the Contract Documents.

2.9.6 The Design-Builder further warrants that the Project shall be designed so that it (1) is fit for its intended purpose and (2) complies with all security and safety standards and requirements for similar buildings. Additionally, the Design-Builder warrants and represents that it and/or its Design Consultants, Design Sub-Consultants, Subcontractors and Sub-Subcontractors presently have, and will at all times during the term of this Agreement maintain: (i) all skills, experience, knowledge, staffing and resources necessary to perform the services set forth herein, and (ii) all required licenses, accreditations, certifications and registrations necessary to perform the services set forth herein.

2.10 Correction of Defective Work.

2.10.1 Design-Builder shall correct any Work that is found to be improperly designed, defective or to not be in conformance with the Contract Documents within the applicable statute of limitations period, including that part of the Work subject to Section 2.9 hereof, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 If Design-Builder fails within two (2) business days of a written notice from the Owner or the Owner's Representative, or such longer time as may be stated in such notice, to correct, or take reasonable steps to commence to correct defective or nonconforming Work, or to remove and replace, or take reasonable steps to remove and replace, the Work, or if Design-Builder fails to perform the Work in accordance with the Contract Documents, or if Design-Builder fails to comply with any other provision of the Contract Documents, the Owner may correct or remedy any such deficiency. In such case an appropriate unilateral Change Order shall be issued deducting from payments then or thereafter due the Design-Builder all the costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by the Owner in exercising the rights and remedies under this Section 2.10.2. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder and its surety shall pay the difference to the Owner. If such defective and non-conforming work results in a threat to the safety of any person or property including but not limited to the Work itself, the Design-Builder shall immediately commence to correct such defective and non-conforming work upon receipt of written or oral notice thereof.

2.11 Underground Facilities

2.11.1 The cost of all of the following will be included in the Contract Price and the GMP, and the Design-Builder shall have full responsibility for:

- a. protecting all Underground Facilities in a manner at least as cautious and protective of safety and underground facilities as those methods identified in Ohio Revised Code Sections 3781.25 and 3781.
- b. coordination of the Work with the owners of such Underground Facilities during construction; and
- c. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a reasonably timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner, through the Owner's Representative, shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with any reasonable turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents. The failure of the Owner to provide said notice shall not relieve the Design-Builder of its obligation to correct all defective and non-conforming Work on the Project, or limit the Owner's rights under the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Temporary and permanent easements;

3.2.1.3 A legal description of the Site;

3.2.1.4 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.5 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work; except that the Design-Builder shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Design-Builder shall provide the Owner with a copy of the agreement for use of additional land and a copy of the release confirming that restoration of the additional land has been completed to the satisfaction of the owner of the adjacent land or property.

3.3 Financial Information.

3.3.1 The Owner shall provide certification of available funds upon execution of the Agreement.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume

obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner-supplied Information.

3.4.1 Owner shall be responsible for providing Owner-supplied information and approvals in a reasonably timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents.

3.5 Government Approvals and Permits.

3.5.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees. However, Owner shall waive all permit fees that are within its jurisdiction and may obtain waivers of certain other fees as set forth in Section 2.6 herein.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site, which were not known or could not have been reasonably anticipated by Design-Builder prior to commencement of the Work. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 If the Owner and the Design-Builder cannot agree as to entitlement to or on the amount

or extent, if any, of any adjustment in Contract Price, Contract Times and/or the GMP, or all three, as a result of such Work stoppage or any special conditions under which Work is to be resumed by the Design-Builder, either party may make a Claim therefor as provided in the Contract Documents.

4.1.5 Not used.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors, Sub-Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors, Sub-Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that could not have been known to the Design-Builder given the exercise of reasonable diligence, taking into account the fact that the Design-Builder is responsible for all site investigations and testing, are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition and provided Design-Builder provides a timely notice of claim in accordance with Article 10 of the General Conditions.

4.2.2 Upon encountering a Differing Site Condition, as a condition precedent to any increase in the Contract Price and/or an extension of the Contract Time(s), Design-Builder shall provide immediate written notice to Owner of such condition. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered. Design-Builder shall not further disturb such condition or perform any Work in connection therewith until receipt of written order to do so. Failure to provide such notice as required herein or disturbing the differing site condition shall be an irrevocable waiver of the Design-Builder's right to additional time or money arising out of the differing subsurface or physical condition.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Design-Builder's performance of the Work and Design-Builder's other obligations under the Contract Documents, whether it is to be performed by Design-Builder, any Subcontractor or Sub-Contractors, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

.1 claims under workers' compensation, disability benefits, and other similar employee benefit acts;

.2 claims for damages because of bodily injury, occupational sickness or disease, or death of Design-Builder's employees;

.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Design-Builder's employees;

.4 claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Design-Builder, or

b. by any other person for any other reason;

.5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

.6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

5.1.2 The policies of insurance required by Section 5.1 shall include at least the specific coverages and be written for not less than the limits of liability provided below_or required by Laws or Regulations, whichever is greater;

5.1.2.1 Commercial General Liability ("CGL"): Bodily injury (including death and personal injury) and property damage with limits of \$2,000,000 each occurrence and \$4,000,000 aggregate. CGL shall include (i) Premises-Operations, (ii) Explosion and Collapse Hazard, (iii) Underground Hazard, (iv) Broad Form Property Damage, including Completed Operations, (v) Contractual Liability, (vi) Products and Completed Operations, (vii) Personal/Advertising Injury with Employment Exclusion deleted, (viii) Stopgap liability endorsement for \$1,000,000 limit, and (ix) per project aggregate endorsement.

5.1.2.2 Automobile Liability, covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death and personal injury) and property damage with a combined single limit of \$2,000,000 per person and \$2,000,000 each accident.

5.1.2.3 Such policies shall be supplemented by an umbrella policy, also written on an occurrence basis, to provide additional protection to provide coverage in the total amount of \$2,000,000 for each occurrence and \$4,000,000 aggregate for contracts with a Contract Price of \$250,000 or less; \$2,000,000 each occurrence and \$4,000,000 aggregate for contracts with a Contract Price greater than \$250,000 but less than or equal to \$500,000; \$4,000,000 each occurrence and \$6,000,000 aggregate for contracts with a Contract Price greater than \$500,000 but less than or equal to \$1,000,000; and \$6,000,000 each occurrence and \$10,000,000 aggregate for contracts with a Contract Price greater than \$1,000,000.

5.1.2.4 Professional Liability Insurance. Professional liability insurance coverage in the amount of not less than \$5,000,000 each claim, covering claims for negligent errors, acts, and omissions by the Design-Builder arising out of the performance or failure to perform professional services under the Contract Documents.

5.1.3 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.4 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner and each additional insured with Owner-approved certificates, endorsements, and other documentation evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.1.4.1 Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Design-Builder's obligation to maintain such insurance.

5.1.4.2 By requiring such insurance and insurance limits herein, the Owner does not represent that coverage and limits will necessarily be adequate to protect Design-Builder, and such coverage and limits shall not be deemed as a limitation on Design-Builder's liability under the indemnities granted to the Owner in the Contract Documents.

5.1.4.3 All proof of insurance submitted to the Owner shall clearly set forth all exclusions and deductible clauses. The Design-Builder is responsible for the deductible limit of the policy and all exclusions consistent with the risks the Design-Builder assumes under the Contract Documents and as imposed by law.

5.1.5 With respect to Design-Builder's insurance requirements under the Contract Documents, Design-Builder shall include as additional insured the Owner and any other individuals or entities identified in the Contract Documents, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby. The insurance policies provided by the Design-Builder under the Contract Documents shall not contain an exemption from coverage for claims between insureds.

5.1.6 The following provisions shall also apply to the insurance provided by the Design-Builder:

5.1.6.1 Design-Builder's insurance shall be primary and non-contributory.

5.1.6.2 Insurance policies shall be written on an occurrence basis only.

5.1.6.3 The Design-Builder shall require all Subcontractors and Design Consultants to provide Workers' Compensation, CGL, and Automobile Liability Insurance with the same minimum limits specified herein, unless the Owner agrees to a lesser amount.

5.1.6.4 The Owner shall be named as a certificate holder on the policies of insurance maintained by Design-Builder. The Design-Builder shall provide each additional insured with two copies of the certificates of insurance.

5.1.6.5 The additional insured endorsement shall be ISO 20 10 11 85 or its equivalent so that Completed Operations liability extends to the additional insureds after the completion of the Project.

5.1.7. Design-Builder shall pay all deductible provisions applicable to claims related to the Project made under and paid by insurance. The maximum deductible shall be \$5,000.

5.2 Owner's Liability Insurance. [Not used.]

5.3 Property Insurance.

5.3.1. Design-Builder shall purchase and maintain property insurance upon the Work at the Site in the amount of full replacement cost thereof.

(1) This insurance shall:

- (a) include the interests of the Owner, Design-Builder, Subcontractors, Design Consultants, Sub-Subcontractors, Design Sub-Consultants and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured (Insurance certificates shall specifically indicate by name the additional insureds, which are to include the Owner as well as other individuals or entities so identified.);
- (b) be written on a Builder's Risk "all-risk" form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, wind, hail, tornadoes, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (including that caused by flood or hydrostatic pressure), and such other perils or causes of loss as may be specifically required by these General Conditions;
- (c) include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
- (d) cover the total value of materials and equipment supplied under the Contract from the time Design-Builder takes possession of them until they are installed and tested by Contractor and the Project is accepted as complete by the Owner under an endorsement to this policy or in the form of Installation Floater Insurance of the "all risk" type;
- (e) allow for partial utilization of the Work by the Owner;
- (f) shall not contain any exemption from coverage for claims between insureds.
- (g) include testing and startup; and
- (h) be maintained in effect until final payment is made unless otherwise agreed to in writing by the Owner, and Design-Builder with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

(2) Design-Builder shall be responsible for any deductible or self-insured retention.

(3) The policies of insurance required to be purchased and maintained by Design-Builder in accordance with this Paragraph 5.3.1 shall comply with the requirements of Paragraph 5.1.3 of these General Conditions.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 Design-Builder shall furnish a separate Performance Bond and a Payment Bond in the amount of the GMP in Paragraph 6.6.1 of the Agreement less the Design Services Fee in Paragraph 6.2.1.1 of the Agreement as security for the faithful performance and payment of all of Design-Builder's obligations under the Contract Documents. Such bonds shall be in the form that meets the requirements of the Ohio revised Code. Design-Builder shall also furnish any other bonds as are required by the Contract Documents. If the Cost of the Work is increased at any time after the Design-Builder provides the bonds, the Design-Builder shall cause the penal sum of each bond to be increased as necessary to equal one hundred percent of the Cost of the Work as revised. The delivery of written consent from the affected surety or sureties to the Owner by the Design-Builder confirming the increased penal sums is a condition precedent to the Owner's obligation to pay the Design-Builder for any portion of the Work associated with the increase in the Cost of the Work.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

5.4.3 Material Default or Termination. If the Owner or the Owner's Representative notifies the Design-Builder's surety that the Design-Builder is in material default, the surety will complete an investigation of the claimed material default within 21 days. The surety is advised to start looking for a replacement contractor upon notice of material default. As part of its investigation, the surety shall promptly visit the offices of the Design-Builder, and the Owner to inspect and copy the available Project records. The Owner and Design-Builder, upon written request by the surety, shall make such records available during regular business hours for such inspection and copying. The Owner's making such records available as provided herein shall satisfy the Owner's obligation to the surety to furnish documents for the investigation. The surety will provide the Owner with the results of its investigation, including any written report or documents, prepared during the investigation.

If the Owner terminates the Design-Builder and the surety proposes to take-over the Work, the surety shall do so no later than the expiration of the 21-day investigation period or 10 days after the date the Owner terminates the Contract, whichever is later. If the Owner terminates the Contract, and the surety proposes to provide a replacement contractor, the replacement contractor shall be fully capable of performing the Work in accordance with the Contract Documents. If the Design-Builder is terminated for cause, the replacement design-builder shall not be the Design-Builder or its employees, unless the Owner agrees in writing. In the event the Surety takes over the Project, the surety's obligation shall not be limited to the penal sum of the Bond.

If the surety does not propose an acceptable contractor as required by this Paragraph 5.4.3, the Owner may complete the Work by such means as it deems appropriate. In the event the Owner agrees to accept a replacement design-builder, the replacement design-builder shall furnish its own bond for the replacement design-builder's scope of work, and neither the Design-Builder nor the surety shall be relieved of their obligations under the Contract Documents.

This Paragraph 5.4.3 is in addition to any other rights of the Owner under the Contract Documents and is not intended to create any rights of the surety, including but not limited to the right to take over the Design-Builder's obligations.

In the event of the Design-Builder's termination and if the surety does not takeover the Work as provided in this Paragraph 5.4.3, the Owner may take possession of and use all materials, facilities and equipment at the Project Site or stored off-site for which the Owner has paid in whole or in part.

5.4.4 If at any time prior to Final Payment, any surety providing a surety bond for the Project (1) is adjudged bankrupt or has made a general assignment for the benefit of its creditors; (2) has liquidated all assets or has made a general assignment for the benefit of its creditors; (3) is placed in receivership; (4) otherwise petitions a state or federal court for protection from its creditors; or (5) allows its license to do business in Ohio to lapse or to be revoked, then the Design-Builder shall, within twenty-one days of any such action listed above, provide the Owner with new surety bonds in the form and amount described in the Contract Documents. The delivery to the Owner by the Design-Builder of replacement bonds is a condition precedent to the Owner's obligation to make any payment to the Design-Builder.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Owner's Representative will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment. By submitting such schedule of values, the Design-Builder represents for the reliance of the Owner that the allocation of the values to the portions of the Work is a fair and reasonable estimate of such allocation.

6.1.3 Once approved by the Owner's Representative, the Design-Builder will not change the allocation of the Contract Price to the component parts of the Work without the Owner's

Representative's written approval. The Owner's Representative thereafter may from time to time require the Design-Builder to adjust such schedule if the Owner's Representative determines it to be in any way unreasonable or inaccurate. The Design-Builder then shall adjust the schedule of values as required by the Owner's Representative within ten (10) days.

6.1.4 The Schedule of Values established as provided in Section 6.1 will serve as the basis for progress payments and will be incorporated into the form of Application for Payment attached to the Agreement as Exhibit 14. The Owner-approved version of the Application for Payment form, which includes information on completed Schedule of Values items, is to be used by the Design-Builder when making an Application for Progress Payment. Progress payments on account of Unit Price Work will be based on the number of units completed.

6.2 Monthly Progress Payments.

6.2.1 At least by the 20th day of the month (but not more often than once a month), Design-Builder shall submit to the Owner's Representative for review an Application for Payment on the Owner's Application and Certificate for Payment Summary Sheet and a Schedule of Values, described in Section 6.1 of these General Conditions, filled out and signed by Design-Builder covering the Work completed as of the date of the Application, and accompanied by a properly completed Design-Builder's Payment Application Checklist, all the documentation required to be submitted with such Checklist, and any other supporting documentation required by the Contract Documents or by the Owner's Representative. The Application for Payment will be in the form and submitted with the number of copies of it and all related documents as required by the Contract Documents.

6.2.1.1 Beginning with the second Application for Payment, each Application shall include a) a Waiver and Release Agreement for itself and a Subcontractor's – Supplier's Waiver and Release Agreement for each of its subcontractors, and b) a Design-Builder's Affidavit with List of Subcontractors and Suppliers with Amounts Withheld.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances. Such materials and equipment not incorporated in the Work must be delivered and suitably stored at the Site or at another location agreed to in writing.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.2.5 By processing an Application for Payment, neither the Owner nor the Owner's Representative will thereby be deemed to have: (1) accepted the Work performed by the Design-Builder; or (2) waived any claims that the Owner may have related to the Project, including any claims related to the Work performed by the Design-Builder.

6.3 Withholding of Payments.

6.3.1 Upon receipt of each Application for Payment, the Owner will proceed with processing the Application for Payment or the Owner will, within thirty (30) calendar days after receipt of each Application for Payment, return the Application to Design-Builder indicating in writing the Owner's reasons for refusing to proceed with processing the Application for Payment. In the latter case, Design-Builder may make the necessary corrections and resubmit the Application.

6.3.1.1 By proceeding with processing of an Application for Payment, neither the Owner nor the Owner's Representative will thereby be deemed to have represented that:

- a.** inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work; or
- b.** that there may not be other matters or issues between the parties that might entitle the Owner to withhold payment to Design-Builder.

6.3.1.2 The Owner's or Owner's Representative's review of Design-Builder's Work for the purposes of determining whether to proceed with processing an Application for Payment, including final payment, will not impose responsibility on the Owner or Owner's Representative:

- a.** to supervise, direct, design, or control the Work, or
- b.** for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
- c.** for Design-Builder's failure to comply with Laws and Regulations applicable to Design-Builder's performance of the Work, or
- d.** to make any examination to ascertain how or for what purposes Design-Builder has used the moneys paid on account of the Contract Price, or
- e.** to determine that title to any of the Work, materials, or equipment has passed to the Owner free and clear of any Liens.

6.3.1.3 When determining whether to proceed with processing an Application for Payment, the Owner may refuse to issue payment of the whole or any part of any Application for Payment, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because:

- a.** the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b.** the Contract Price has been reduced by Change Orders;
- c.** the Owner has been required to correct defective Work or complete Work in accordance with Section 2.10;
- d.** of the occurrence of any of the events enumerated in Section 11.2; or
- e.** the Design-Builder is in default of any other Agreement it has with the Owner.

6.3.1.4 Unless the Owner refuses to proceed with processing an Application for Payment under the Contract Documents, including Section 6.3.1 of the General Conditions, the amount approved by the Owner's Representative, subject to the provisions of Section 6.3.1.5, will become due thirty (30) calendar days after approval of the Application for Payment by the Owner and after the approval of any agencies and/or lenders, whichever comes later.

6.3.1.5 The Owner may also refuse to make payment of the full amount requested by Design-Builder in an Application for Payment because:

- a.** claims have been made against the Owner on account of Design-Builder's performance or furnishing of the Work;
- b.** Liens have been filed in connection with the Work, except where Design-Builder has delivered a specific bond satisfactory to the Owner to secure the satisfaction and discharge of such Liens;
- c.** there are other items entitling the Owner to a set-off against the amount recommended; or
- d.** the Owner has actual knowledge of the occurrence of any of the events enumerated in Section 6.3.1.3.a through 6.3.1.3.c or the failure of the Design-Builder to comply with Section 6.2.

6.3.2 If the Design-Builder disputes any determination by the Owner with regard to any progress payment application, the Design-Builder shall nevertheless continue to prosecute the Work without delay or disruption. Notwithstanding the foregoing, the Owner shall pay all undisputed amounts to the Design-Builder, retaining only amounts reasonably believed necessary to protect the Owner from defective or non-conforming Work.

6.4 Right to Stop Work and Interest.

6.4.1 Subject to the Owner's right to withhold payment pursuant to Section 6.3, if Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner's Representative when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner's Representative and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of

Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 If, on the basis of the Owner's Representative's observation of the Work during construction and final inspection, and the Owner's Representative's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the Owner's Representative is satisfied that the Project has reached Final Completion, the Owner's Representative will, within ten days after receipt of the final Application for Payment, give written notice to Design-Builder that the Work is acceptable and has reached Final Completion subject to the provisions of Sections 6.7.3 and 6.7.3.1. Otherwise, the Owner's Representative will return the Application for Payment to Design-Builder, indicating in writing the reasons for refusing to recommend final payment, in which case Design-Builder shall make the necessary corrections and resubmit the Application for Payment.

6.7.1.1 Thirty (30) calendar days after the Owner provides written notice required under Section 6.7.1 of the General Conditions, the amount requested by Design-Builder, less any sum the Owner is entitled to set off against the amount requested by Design-Builder, including but not limited to liquidated damages, will become due and will be paid by the Owner to Design-Builder.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 A list of all Claims against the Owner that Design-Builder believes are unsettled;

6.7.2.2 A Design-Builder's Waiver and Release Agreement for itself as of the date of the Final Application for Payment and Subcontractor's – Supplier's Waiver and Release Agreements for each of its Subcontractors and Suppliers as of the date of the Final Application for Payment;

6.7.2.3 Consent of Design-Builder's surety to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 All documentation called for in the Contract Documents, including but not limited to certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents and copies of all documents,

records, and CAD (.dwg) drawings for the Project.

6.7.3 Upon making final payment, Owner waives all Claims against Design-Builder except Claims relating to (i) Unsettled Liens or Design-Builder's failure to satisfy its payment obligations, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion, (iii) Design-Builder's failure to comply with the Contract Documents or the terms of any warranties or special guarantees specified therein, (iv) Design-Builder's continuing obligations under the Contract Documents, (v) design defects, and (vi) the terms of any special warranties required by the Contract Documents.

6.7.3.1 Upon receipt of final payment, Design-Builder waives all Claims by Design-Builder against the Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by the Owner in writing as still unsettled.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under the Contract Documents, including Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Taxes.

7.2.1 Design-Builder shall pay all sales, consumer, use, commercial activity and other similar taxes required to be paid by Design-Builder in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.2.1.1 Materials purchased for use or consumption in connection with the proposed Work will be exempt from the State of Ohio Sales Tax, as provided in Section 5739.02 of the Ohio Revised Code, and also from the State of Ohio Use Tax, as provided in Section 5741.01 of the Ohio Revised Code. The Owner will provide the Design-Builder with a Construction Tax Exempt Certificate upon request, made in writing to the Owner.

7.2.1.2 Purchases by the Design-Builder of expendable items, such as form lumber, tools, oil, greases, fuel, or equipment rentals, are subject to the application of Ohio Sales or Use Taxes.

7.2.1.3 In addition to any other taxes required to be withheld by the Design-Builder, the Design-Builder shall withhold any income taxes due to the Owner for wages, salaries and commissions paid to its employees for work done under this Agreement and further agrees that any of its Subcontractors shall, by the terms of its subcontract, be required to withhold any such income taxes due for work performed under this Agreement.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including the furnishing of a mechanic's lien bond in the form specified by the Ohio Revised Code. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by laws and regulations, shall indemnify, hold harmless and defend the Owner, its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims (whether alleged or proven), demands, costs, losses, damages, and liabilities, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to the Work or any breach of Design-Builder's obligations under the Contract Documents, including but not limited to the breach of warranty provided in the Contract Documents.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, Design Sub-Consultants, Sub-Subcontractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, Design Sub-Consultants, Sub-Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement. Design-Builder is required to provide forty-eight (48) hours advance written notice to the Owner prior to starting any work on the Project.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order, if a Claim is made therefor as provided in Section 10.1. Events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement and provided Design-Builder provides timely notice of a claim pursuant to Article 10 of the General Conditions.

8.2.3 Weather Delays. When the Design-Builder is prevented from completing any part of the Work on the critical path within the Contract Time due to weather conditions, and if a Claim is made therefor as provided in Section 10.1, the Contract Times will be extended by one (1) day for each work day lost due to weather that delays Work on the critical path in excess of those in the following table:

<u>Month</u>	<u>Number of Workdays Lost Due To Weather</u>
<u>January</u>	<u>8</u>
<u>February</u>	<u>8</u>
<u>March</u>	<u>7</u>
<u>April</u>	<u>6</u>
<u>May</u>	<u>5</u>
<u>June</u>	<u>4</u>
<u>July</u>	<u>4</u>
<u>August</u>	<u>4</u>
<u>September</u>	<u>5</u>
<u>October</u>	<u>6</u>
<u>November</u>	<u>6</u>
<u>December</u>	<u>6</u>

A work day will be lost due to weather only when weather conditions reduce production by more than 50 percent on Work on the critical path. Production shall be measured by hours worked. The Design-Builder shall have the burden of establishing that weather conditions reduced production by more than 50 percent on Work on the critical path.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.1.4 The agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order and/or Work Directive Change, including, but not limited to, all direct, indirect and cumulative costs associated with such change and any and all adjustments to the Contract Price, Contract Time and/or the GMP.

9.1.5 If the Owner and Design-Builder are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Directive Change within twenty-one (21) calendar days after the Owner issued the Work Directive Change, the Owner may unilaterally issue to Design-Builder a fully executed Change Order that includes an equitable adjustment in the Contract Price, Contract Time and/or GMP as determined by the Owner. If Design-Builder disputes the adjustment in the Contract Price, Contract Time and/or the GMP pursuant to a unilateral Change Order issued by the Owner under this Section, and if Design-Builder gives timely notice pursuant to Section 10.1 of this Agreement of the original event giving rise to the entitlement or adjustment, Design-Builder may pursue a Claim therefor as provided in the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner's Representative directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner's Representative and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may

make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 the Design-Builder shall perform the Work shall submit to the Owner, on a daily basis, invoices, daily job logs and work tickets reflecting the labor, material and equipment used to complete the Work.

9.4.2 [Not used]

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner's Representative issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 All Claims, except those waived pursuant to Sections 6.7.3 and 6.7.3.1, shall be submitted in accordance with Section 10.1 as a condition precedent to any exercise by the Owner or Design-Builder of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

10.1.2 Claim Submittal Procedure

10.1.2.1 Notice of Claim by Design-Builder. As a condition precedent to a change in the Contract Price, Contract Times, the GMP or a recovery of damages against the Owner, the Design-Builder shall give the Owner written notice of a Claim ("Notice of Claim"). The Design-Builder shall be responsible to provide Notice of Claim within a reasonable time, but not exceeding seven (7) calendar days of the start of the event giving rise to the Claim. The Design-Builder shall be responsible for substantiating its Claim. The Notice of Claim must be delivered to the Owner's Representative, and shall provide sufficient detail to enable the Owner to investigate the matter and shall conspicuously state that it is a **"NOTICE OF CLAIM."** Failure to give Notice of Claim within the time period required shall be an irrevocable waiver of the Design-Builder's right to seek a change in the Contract Price, the Contract Times, the GMP, and/or a recovery of damages against the Owner.

10.1.2.2 Statement of Claim. As a condition precedent to a change in the Contract Price, Contract Times, the GMP, or a recovery of damages against the Owner, for each Claim the Design-Builder shall deliver a fully completed Statement of Claim Form, a copy of which form is a Contract Document. The Statement of Claim Form shall be submitted to the Owner within fifteen (15) calendar days from the date the Design-Builder submitted the Notice of Claim or within thirty (30) days of the start of the event giving rise to the Claim, whichever occurs first. The Design-Builder's obligation to deliver a fully completed Statement of Claim Form within such time period is a material term of the Contract Documents and provides the Owner with the opportunity to mitigate its damages. Included in this Statement of Claim is the requirement for the Design-Builder to certify that the Claim is not false or fraudulent, as further discussed in Section 10.1.7.

10.1.3 The Owner's Action. The Owner's Representative will review each Claim and will, within forty-five (45) calendar days after receipt of the Statement of Claim Form from the Design-Builder, take one of the following actions in writing:

1. deny the Claim in whole or in part,
2. approve the Claim,
3. request additional documentation of the Claim pursuant to Section 10.1.8 of this Agreement.

10.1.4 In the event that the Owner's Representative does not take action on a Claim within said forty-five (45) calendar days, the Claim shall be deemed denied.

10.1.5 The Owner's Representative's written action under Section 10.1.3 or denial pursuant to Sections 10.1.3 or 10.1.4 will be final and binding upon Design-Builder, unless Design-Builder commences an action in a court of exclusive jurisdiction as set forth in Section 10.2.3 within thirty (30) calendar days of the Date of Substantial Completion.

10.1.6. No Claim for a change in the Contract Price, a change in the Contract Times, a change in the GMP or a recovery of damages against the Owner will be valid if not submitted in accordance with this Section 10.1.

10.1.7. False or Fraudulent Claim. The Design-Builder shall not knowingly present or cause to be presented to the Owner a false or fraudulent Claim. Knowingly shall have the same meaning as in Section 3729(b) USC of the Federal False Claims Act. If the Design-Builder knowingly presents or causes to be presented a false or fraudulent Claim, then the Design-Builder shall be liable to the Owner for the same civil penalty and damages as the United States Government would be entitled to recover under such Section 3729(a) USC and shall also indemnify and hold the Owner harmless from all costs and expenses, including the Owner's attorneys' and

consultants' fees and expenses incurred in investigating and defending against such Claim and in pursuing the collection of such penalty, damages and fees and expenses.

10.1.8. Claim Documentation. Within ten (10) calendar days of written request from the Owner's Representative, Design-Builder shall make available to the Owner, for review and copying by the Owner's Representative, any and all documentation requested by the Owner, including all books, records, or other documents in its possession or to which it has access, including but not limited to Design-Builder's daily logs/reports, original estimates of Work and applicable agreements, correspondence with Design Consultants, Design Subconsultants, Subcontractors and Sub-Subcontractors, internal correspondence (including e-mail), accounting records, and other information from which the Design-Builder's costs may be derived. To the extent permitted by law, the Owner shall keep the Project accounting records and estimate for the Project confidential. As requested by the Owner, the Design-Builder shall provide such documents and information in paper copies and/or computer format (including the format of the Design-Builder's accounting software and/or ASCII format). The Design-Builder's provision of the requested documents and information shall be a condition precedent to any further proceeding under the Contract Documents or to payment of an Application for Payment.

Failure to provide the requested documents shall be a material breach of the Contract, and Design-Builder shall indemnify the Owner for all of the Owner's costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to Design-Builder's failure to comply with this provision. If the Design-Builder fails to provide the requested documents, the Design-Builder shall be precluded from presenting such documents in any subsequent dispute resolution proceedings, if the data was reasonably available at the time of the request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 In the event that Design-Builder files a Claim or files an action against the Owner, the Owner shall be entitled to make an offer of settlement of the Claim to Design-Builder at any time up to the date of trial. Such offer of settlement shall not be admissible into evidence at the litigation except on the issue of entitlement to recovery of attorneys' fees, costs and expenses. If at any stage of the litigation, including any appeals, Design-Builder's claim is dismissed or found to be without merit, or if the damages awarded to Design-Builder on its claim do not exceed the Owner's offer of settlement, Design-Builder shall be liable to the Owner and shall reimburse the Owner for all attorney's fees, costs and expenses incurred by the Owner from the date of the offer of settlement until the date of the final adjudication and resolution of Design-Builder's claim.

10.2.3 Any dispute, claim or other matter not settled by negotiation or other means as mutually agreed upon by the Owner, Design-Builder, and surety where applicable, shall be determined by the Court of Common Pleas where the Project is located which shall have exclusive venue and jurisdiction over such matters and claims. The parties hereby waive any rights that they may have to remove any action to Federal court.

10.3 [Not Used.]

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-

Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner. However, the Owner shall be under no obligation to make payments on or against any claim or amounts in dispute during the pendency of any mediation, arbitration or litigation proceeding to resolve those claims or amount in dispute.

10.5 Consequential Damages.

10.5.1 Notwithstanding anything herein to the contrary (except as set forth in Section 10.5.2 below), Owner shall not be liable to the Design-Builder for any consequential losses or damages, whether arising in contract, tort (including negligence), strict liability or otherwise, including but not limited to losses by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or direct damages, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner's Representative may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed ninety (90) consecutive days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner and Design-Builder makes a Claim therefore as provided in Section 10.1.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within three (3) business days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem within such three (3) business day period, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or

persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys', engineer, architect, other professional, court or arbitration or other dispute resolution fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof. Such termination shall be effective as of the date stated in the termination notice provided to Contractor.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.2.5 As set forth in this section, the Owner's termination of the Design-Builder is without prejudice to any other rights and remedies of the Owner, including but not limited to the Owner's rights and remedies under the Contract Documents and at law, all of which shall survive termination.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work upon the Owner's failure to pay amounts properly due under Design-Builder's Application for Payment for thirty (30) days after such amounts were finally determined to be due, subject to the Owner's right to withhold payment pursuant to Section 6.3.

11.3.2 Should the event set forth in Section 11.3.1 above occur, Design-Builder shall provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for ninety (90) consecutive days because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for ninety (90) consecutive days, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Design-Builder.

11.5.1 If Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Design-Builder shall provide electronic data in CAD (.dwg) format or other format acceptable to the Owner. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the

applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 The Design-Builder acknowledges that Owner is a public entity subject to Ohio's public records act. If the Design-Builder claims that any information submitted to the Owner is exempt from disclosure under Ohio's public records act, then the Design-Builder shall conspicuous mark on the record "NOT A PUBLIC RECORD" and include in a cover letter or transmittal an explanation, citing legal authority, of the basis of the claim. Owner reserves the right to reject Design-Builder's position and produce said documents. In the event of a dispute with any third party requesting such records, Design Builder shall undertake the defense of Owner at Design-Builder's own expense and hold harmless and indemnify the Owner for any damages, penalties, fees, or costs that the Owner may incur as a result of such a dispute.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign,

transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient. All written notices required under the Contract Documents from the Design-Builder to the Owner shall be submitted to the Owner, c/o the Owner's Representative and the Criteria Architect.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

13.10 Mutual Cooperation.

13.12.1 Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of the Contract Documents.

Exhibit 13

WAGE RATE REQUIREMENTS



- ▶ forms
- ▶ contacts
- ▶ about LAWS
- ▶ search

Ohio Department of Commerce Bureau of Wage & Hour Administration

[Consumers](#)
[Business](#)
[License/Permit Holders & Applicants](#)
[Other Government Agencies](#)

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Classification = All, County = CUYAHOGA, Union = All

County	Classification	Effective	Posted	Union
CUYAHOGA	Asbestos Worker	8/7/2013	8/7/2013	Asbestos Local 207 OH
CUYAHOGA	Asbestos Worker	8/1/2013	7/31/2013	Asbestos Local 3 Heat & Frost Insulators
CUYAHOGA	Boilermaker	7/1/2009	6/30/2010	Boilermaker Local 744
CUYAHOGA	Bricklayer	5/29/2013	5/29/2013	Bricklayer Local 36 Zone 1 Tile
CUYAHOGA	Bricklayer	6/1/2013	5/29/2013	Bricklayer Local 5
CUYAHOGA	Bricklayer	6/26/2013	6/26/2013	Bricklayer Local 5 Terrazzo Finisher
CUYAHOGA	Bricklayer	6/26/2013	6/26/2013	Bricklayer Local 5 Tile & Marble Finisher
CUYAHOGA	Carpenter	6/17/2010	6/17/2010	Carpenter Local 509 NE District Interior Systems
CUYAHOGA	Carpenter	9/25/2013	9/25/2013	Carpenter Millwright Local 1871 NE District H
CUYAHOGA	Carpenter	3/5/2014	3/5/2014	Carpenter NE District Industrial Dock & Door
CUYAHOGA	Carpenter	9/25/2013	9/25/2013	Carpenter NE District Insulation D
CUYAHOGA	Carpenter	10/30/2013	10/30/2013	Carpenter Pile Drive NE District M
CUYAHOGA	Carpenter	7/28/2010	7/28/2010	Carpenter Statewide Office Systems
CUYAHOGA	Carpenter	9/25/2013	9/25/2013	Carpenter & Floorlayer NE District D
CUYAHOGA	Bricklayer	6/1/2013	5/29/2013	Cement Mason Bricklayer Local 97 HwyHwy A
CUYAHOGA	Bricklayer	6/1/2013	5/29/2013	Cement Mason Bricklayer Local 97 HwyHwy B
CUYAHOGA	Cement Mason	7/24/2013	7/24/2013	Cement Mason Local 132 HwyHwy District I (A)
CUYAHOGA	Cement Mason	7/24/2013	7/24/2013	Cement Mason Local 132 HwyHwy District I (B)
CUYAHOGA	Cement	8/22/2012	8/22/2012	Cement Mason Local 404
CUYAHOGA	Electrical	5/29/2013	5/29/2013	Electrical Local 38
CUYAHOGA	Electrical	7/3/2013	7/3/2013	Electrical Local 38 Lightning Rod
CUYAHOGA	Electrical	1/22/2014	1/22/2014	Electrical Local 38 Lt Commercial Northern
CUYAHOGA	Voice Data Video	5/29/2013	5/29/2013	Electrical Local 38 Voice Data Video
CUYAHOGA	Lineman	1/16/2013	1/16/2013	Electrical Local 71 DOT Traffic Signal Highway Lighting Cleveland
CUYAHOGA	Lineman	1/16/2013	1/16/2013	Electrical Local 71 Cleveland Commercial Projects
CUYAHOGA	Lineman	1/16/2013	1/16/2013	Electrical Local 71 Cleveland Municipal Power & Transit
CUYAHOGA	Lineman	1/16/2013	1/16/2013	Electrical Local 71 High Tension Pipe Type Cable
CUYAHOGA	Lineman	1/16/2013	1/16/2013	Electrical Local 71 Outside Utility Power
CUYAHOGA	Elevator	5/30/2012	5/30/2012	Elevator Local 17
CUYAHOGA	Glazier	5/1/2013	5/1/2013	Glazier Local 181
CUYAHOGA	Ironworker	7/21/2010	7/21/2010	Ironworker Local 17
CUYAHOGA	Laborer Group 1	5/8/2013	5/8/2013	Labor HwyHwy 1B
CUYAHOGA	Laborer Group 1	5/8/2013	5/8/2013	Labor HwyHwy 5
CUYAHOGA	Laborer	6/12/2013	6/12/2013	Labor Local 310
CUYAHOGA	Operating Engineer	8/7/2013	8/7/2013	Operating Engineers - Building Local 18 - Zone I (A)
CUYAHOGA	Operating Engineer	8/7/2013	8/7/2013	Operating Engineers - HwyHwy I
CUYAHOGA	Drywall Finisher	5/16/2012	5/16/2012	Painter Local 505
CUYAHOGA	Painter	3/6/2009	3/6/2009	Painter Local 639 (A) Sign
CUYAHOGA	Painter	1/3/2006	1/3/2006	Painter Local 639 (Cleveland Area) Sign
CUYAHOGA	Painter	5/8/2013	5/8/2013	Painter Local 707
CUYAHOGA	Painter	5/8/2013	5/8/2013	Painter Local 707 Industrial

CUYAHOGA	Sprinkler Fitter	5/1/2013	5/1/2013	Pipefitter Local 120
CUYAHOGA	Pipefitter	5/1/2013	5/1/2013	Pipefitter Local 120
CUYAHOGA	Pipefitter	5/1/2013	5/1/2013	Pipefitter Local 120 Mechanical Equipment
CUYAHOGA	Plaster	5/29/2013	5/29/2013	Plasterer Local 31
CUYAHOGA	Plumber	5/8/2013	5/8/2013	Plumber Local 55
CUYAHOGA	Roofer	5/8/2013	5/8/2013	Roofer Local 44
CUYAHOGA	Sheet Metal Worker	11/3/2013	10/31/2013	Sheet Metal Local 33 (Cleveland)
CUYAHOGA	Sheet Metal Worker	9/24/2009	9/24/2009	Sheet Metal Local 33 (Cleveland) Decking
CUYAHOGA	Bricklayer	6/1/2013	5/22/2013	Tile Finisher Local 36 Zone 1
CUYAHOGA	Truck Driver	5/29/2009	5/29/2009	Truck Driver HevHwy 436

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APPLICATION FOR PAYMENT

PROJECT: The City of North Royalton Administration Office Building and Park Design-Build Project.

APPLICATION FOR PAYMENT NUMBER: _____

PERIOD TO: _____

TO OWNER:

City of North Royalton
13834 Ridge Road
North Royalton, Ohio 44133

AND OWNER'S REPRESENTATIVE:

Thomas J. Jordan
Director of Community Development
City of North Royalton
13834 Ridge Road
North Royalton, OH 44133
Phone: 440-237-5484
Email: tjordan@northroyalton.org

FROM DESIGN BUILDER:

ADDRESS:
PROJECT NUMBER:
CONTRACT DATE:
APPLICATION DATE:

CHANGE ORDER SUMMARY:

Change Orders approved in previous months: {_____} Total: {_____}

Change Orders approved this month:

Number: Date Approved:

Total:

NET CHANGE BY CHANGE ORDERS: _____

Exhibit 14

Application is made for payment under the Contract as shown below:

1. ORIGINAL CONTRACT SUM	\$
2. NET CHANGE BY CHANGE ORDERS	\$
3. CONTRACT SUM TO DATE (Line 1 + Line 2)	\$
4. TOTAL AMOUNT COMPLETED & STORED TO DATE (Column G on G703)	\$
5. RETENTION:	
a. ____% of Completed Work (Column D + E on G703: \$ _____) = \$ _____	\$
b. ____% of Stored Material Work (Column F on G703: \$ _____) = \$ _____	\$
Total Retention (Lines 5a + 5b or Total in Column I of G703)	\$
6. TOTAL EARNED LESS RETENTION (Line 4 less Line 5 Total)	\$
7. TOTAL AMOUNT PREVIOUSLY PAID (Line 6 from prior Application for Payment)	\$
8. CURRENT PAYMENT DUE (Line 6 less Line 7)	\$
9. BALANCE TO FINISH, PLUS RETENTION (Line 3 less Line 6)	\$

The undersigned Design-Builder certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Design-Builder to its subcontractors and suppliers for Work set forth in previous Application for Payment, and the payment shown herein is now due.

The undersigned Design-Builder certifies that it has completed Design-Builder's Payment Application Checklist, which is included as Exhibit 11 of the Agreement, and has submitted the documentation required with such Checklist, including all of the documents necessary for the Owner to verify the amounts due to the Design-Builder.

The undersigned Design-Builder acknowledges and agrees that, by processing this Application for Payment, neither the Owner nor the Owner's Representative is deemed to have: (1) accepted the Work performed by the Design-Builder; (2) waived any claims that the Owner may have related to the Project, including any claims related to the Work performed by the Design-Builder; (3) represented that inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work; or (4) that there may not be other matters or issues between the parties that might entitle the Owner to withhold payment to Design-Builder.

Exhibit 14

The undersigned Design-Builder acknowledges and agrees that the Owner's, Owner's Representative's, or Criteria Architect's review of Design-Builder's Work for the purposes of determining whether to proceed with processing an Application for Payment, including final payment, will not impose responsibility on the Owner, Owner's Representative, or Criteria Architect: (1) to supervise, direct, design, or control the Work; (2) for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto; (3) for Design-Builder's failure to comply with Laws and Regulations applicable to Design-Builder's performance of the Work; (4) to make any examination to ascertain how or for what purposes Design-Builder has used the monies paid on account of the Contract Price, or (5) to determine that title to any of the Work, materials, or equipment has passed to the Owner free and clear of any Liens.

The undersigned Design-Builder certifies that the Schedule of Values contained in the AIA Document G703-1992 incorporated into this Application for Payment represents the Schedule of Values approved by the Owner's Representative pursuant to Section 6.1 of the General Conditions and that the Design-Builder has not changed the allocation of the Contract Price to the component parts of the Work without the Owner's Representative's written approval.

Design Builder

By: _____
(Name)

(Title)

VERIFICATION

I, _____ hereby declare that I am the _____ of Design Builder submitting this Application For Payment; that I am duly authorized to execute and deliver this Application For Payment on behalf of Design Builder; and that all information set forth in this Application For Payment and all Schedules attached hereto are true, accurate, and complete as of its date.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was subscribed at _____, _____, State of _____ on _____, 20__.

(Signature)

(Print Name)

Exhibit 14

NOTARY PUBLIC

Subscribed and sworn to before me on this date by _____ on behalf of _____.

Signature of Notary Public

Notary Public: _____

My Commission Expires: _____

Amount Approved by Owner's Representative for Payment

Based upon the Owner's Representative's review of the progress of the Work, the Owner's Representative recommends the following amount for payment to the Design-Builder.

Amount Recommended: \$

Owner's Representative:

By: _____ Date: _____

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Classification = All, County = CUYAHOGA, Union = All

County	Classification	Effective	Posted	Union
CUYAHOGA	Asbestos Worker	8/7/2013	8/7/2013	Asbestos Local 207 OH
CUYAHOGA	Asbestos Worker	8/1/2013	7/31/2013	Asbestos Local 3 Heat & Frost Insulators
CUYAHOGA	Boilermaker	7/1/2009	6/30/2010	Boilermaker Local 744
CUYAHOGA	Bricklayer	5/29/2013	5/29/2013	Bricklayer Local 36 Zone 1 Tile
CUYAHOGA	Bricklayer	6/1/2013	5/29/2013	Bricklayer Local 5
CUYAHOGA	Bricklayer	6/26/2013	6/26/2013	Bricklayer Local 5 Terrazzo Finisher
CUYAHOGA	Bricklayer	6/26/2013	6/26/2013	Bricklayer Local 5 Tile & Marble Finisher
CUYAHOGA	Carpenter	6/17/2010	6/17/2010	Carpenter Local 509 NE District Interior Systems
CUYAHOGA	Carpenter	9/25/2013	9/25/2013	Carpenter Millwright Local 1871 NE District H
CUYAHOGA	Carpenter	3/5/2014	3/5/2014	Carpenter NE District Industrial Dock & Door
CUYAHOGA	Carpenter	9/25/2013	9/25/2013	Carpenter NE District Insulation D
CUYAHOGA	Carpenter	10/30/2013	10/30/2013	Carpenter Pile Drive NE District M
CUYAHOGA	Carpenter	7/28/2010	7/28/2010	Carpenter Statewide Office Systems
CUYAHOGA	Carpenter	9/25/2013	9/25/2013	Carpenter & Floorlayer NE District D
CUYAHOGA	Bricklayer	6/1/2013	5/29/2013	Cement Mason Bricklayer Local 97 HwyHwy A
CUYAHOGA	Bricklayer	6/1/2013	5/29/2013	Cement Mason Bricklayer Local 97 HwyHwy B
CUYAHOGA	Cement Mason	7/24/2013	7/24/2013	Cement Mason Local 132 HwyHwy District I (A)
CUYAHOGA	Cement Mason	7/24/2013	7/24/2013	Cement Mason Local 132 HwyHwy District I (B)
CUYAHOGA	Cement	8/22/2012	8/22/2012	Cement Mason Local 404
CUYAHOGA	Electrical	5/29/2013	5/29/2013	Electrical Local 38
CUYAHOGA	Electrical	7/3/2013	7/3/2013	Electrical Local 38 Lightning Rod
CUYAHOGA	Electrical	1/22/2014	1/22/2014	Electrical Local 38 Lt Commercial Northern
CUYAHOGA	Voice Data Video	5/29/2013	5/29/2013	Electrical Local 38 Voice Data Video
CUYAHOGA	Lineman	1/16/2013	1/16/2013	Electrical Local 71 DOT Traffic Signal Highway Lighting Cleveland
CUYAHOGA	Lineman	1/16/2013	1/16/2013	Electrical Local 71 Cleveland Commercial Projects
CUYAHOGA	Lineman	1/16/2013	1/16/2013	Electrical Local 71 Cleveland Municipal Power & Transit
CUYAHOGA	Lineman	1/16/2013	1/16/2013	Electrical Local 71 High Tension Pipe Type Cable
CUYAHOGA	Lineman	1/16/2013	1/16/2013	Electrical Local 71 Outside Utility Power
CUYAHOGA	Elevator	5/30/2012	5/30/2012	Elevator Local 17
CUYAHOGA	Glazier	5/1/2013	5/1/2013	Glazier Local 181
CUYAHOGA	Ironworker	7/21/2010	7/21/2010	Ironworker Local 17
CUYAHOGA	Laborer Group 1	5/8/2013	5/8/2013	Labor HwyHwy 1B
CUYAHOGA	Laborer Group 1	5/8/2013	5/8/2013	Labor HwyHwy 5
CUYAHOGA	Laborer	6/12/2013	6/12/2013	Labor Local 310
CUYAHOGA	Operating Engineer	8/7/2013	8/7/2013	Operating Engineers - Building Local 18 - Zone I (A)
CUYAHOGA	Operating Engineer	8/7/2013	8/7/2013	Operating Engineers - HwyHwy I
CUYAHOGA	Drywall Finisher	5/16/2012	5/16/2012	Painter Local 505
CUYAHOGA	Painter	3/6/2009	3/6/2009	Painter Local 639 (A) Sign
CUYAHOGA	Painter	1/3/2006	1/3/2006	Painter Local 639 (Cleveland Area) Sign
CUYAHOGA	Painter	5/8/2013	5/8/2013	Painter Local 707
CUYAHOGA	Painter	5/8/2013	5/8/2013	Painter Local 707 Industrial

CUYAHOGA	Sprinkler Fitter	5/1/2013	5/1/2013	Pipefitter Local 120
CUYAHOGA	Pipefitter	5/1/2013	5/1/2013	Pipefitter Local 120
CUYAHOGA	Pipefitter	5/1/2013	5/1/2013	Pipefitter Local 120 Mechanical Equipment
CUYAHOGA	Plaster	5/29/2013	5/29/2013	Plasterer Local 31
CUYAHOGA	Plumber	5/8/2013	5/8/2013	Plumber Local 55
CUYAHOGA	Roofer	5/8/2013	5/8/2013	Roofer Local 44
CUYAHOGA	Sheet Metal Worker	11/3/2013	10/31/2013	Sheet Metal Local 33 (Cleveland)
CUYAHOGA	Sheet Metal Worker	9/24/2009	9/24/2009	Sheet Metal Local 33 (Cleveland) Decking
CUYAHOGA	Bricklayer	6/1/2013	5/22/2013	Tile Finisher Local 36 Zone 1
CUYAHOGA	Truck Driver	5/29/2009	5/29/2009	Truck Driver HevHwy 436

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