

**Lucas County Road Maintenance
Building
1049 S. McCord Road, Holland,
Ohio 43528
September 11, 2012**



**Bid Packages:
Bid Package 12-026P – Pre-
Engineered Metal Building System**

**MANDATORY PRE-BID
MEETING & SITE VISIT:**

**(Not Applicable for Bid
Package 12-026P)**

BID DUE DATE:

**October 4, 2012
@ 2:00 PM (LOCAL TIME)**

**LUCAS COUNTY COMMISSIONERS
ONE GOVERNMENT CENTER,
SUITE 800
TOLEDO, OH 43604**

<p style="text-align: center;">JOB NAME: Lucas County Road Maintenance Building JOB LOCATION: Holland, Ohio DATE: September 11, 2012</p>

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Bidders Good Faith Efforts Responsibility	--	1 pg.
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LUCAS COUNTY OHIO

INVITATION TO BID

LUCAS COUNTY ROAD MAINTENANCE BUILDING
PRE-ENGINEERED METAL BUILDING SYSTEM

COMMISSIONERS

12-026P

COUNTY AGENCY

BID NUMBER

OCTOBER 4, 2012 @ 2:00 PM (Local Time)

DATE AND TIME OF BID OPENING

BIDDER MUST COMPLETE THE FOLLOWING:

NAME OF COMPANY OFFICIAL _____

OFFICIAL'S SIGNATURE _____

NAME OF COMPANY _____

ADDRESS _____

CITY, STATE & ZIP _____

TELEPHONE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

The Lucas County Board of Commissioners is seeking bids for a **Pre-Engineered Metal Building System for Lucas County Road Maintenance.**

Any bidder submitting a bid must submit a completed bid following the procedure outlined in this Invitation to Bid (ITB) no later than **October 4, 2012 @ 2:00 PM (Local Time) and submit at One Government Center, Suite 800, Toledo, OH 43604.** All of the sections applicable in the Invitation to Bid shall be read so as to give meaning to all such provisions. However, when there is a conflict in the interpretation between a specification in the Invitation to Bid and sections, the specification in the Invitation to Bid shall take precedence.

1.0 Legal Framework

This Invitation to Bid (ITB) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All bids submitted in response to this ITB shall comply with Ohio law. The laws of the State of Ohio will govern any disputes arising under this ITB and subsequent contract.

2.0 Bid Opening

The bid opening is scheduled for **October 4, 2012 @ 2:00 PM (Local Time).** All sealed bids received after this time and date, for any reason, will be rejected. The official time will be maintained by the clock located within Lucas County Commissioners, Suite 800. The opening of the sealed bids will take place at the Lucas County Commissioners Office, One Government Center, Suite 800, Eighth Floor, Toledo, Ohio 43604-2247

3.0 Bid's Bid Bond Requirement

A signed Bond for the full amount of the Bid, meeting the requirements of section 153.54 to 153.57, Ohio Revised code, OR a certified check payable to the Lucas County Treasurer for ten percent (10%) of the full amount of the bid, must be included with each bid or be disqualified. Bonds will be returned to unsuccessful bidders within thirty (30) days of contract award.

4.0 Pre-Bid Conference

<input type="checkbox"/>	Applicable if box is checked
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No Pre-Bid Conference is scheduled for this ITB.

5.0 Prevailing Wage

<input checked="" type="checkbox"/>	Applicable if box is checked
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Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$78,258.00 for new construction or \$23,447.00 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

All contractors and subcontractors performing any work on any project that meets the above requirements are responsible for paying prevailing wage rates to their workers. Prime contractors are solely responsible for informing their

subcontractors of these requirements. For more information relating to Ohio's prevailing wage laws, please visit <http://wagehour.bes.state.oh.us>.

All prevailing wage related questions or concerns should be directed to:

Kelleigh Decker
Lucas County Prevailing Wage Coordinator
Office of Management & Budget
Lucas County Commissioners
One Government Center, Suite 800
Toledo, OH 43604
419 213-4649
419 213-2601 FAX

6.0 Administrative Requirements

By submitting a bid, the bidder will be held accountable to know the specifications and conditions under which this contract will be accomplished. This includes the contents of all proposal documents, regulations, and applicable laws.

Each bid will be submitted in a clearly marked sealed container or envelope, with the project title, Bid #, date and time of bid opening marked clearly on the outside of the package. If a selected bidder chooses not to submit a bid, the bid should be returned and marked "No Bid" for the project title, Bid #, date and time of bid opening on the envelope or package. All bids must be sent to:

**Lucas County Commissioners
One Government Center, Suite 800
Toledo OH 43604-2247**

The entire set of completed ITB documents must be returned intact and in the following order:

- a. Entire original completed Request for Bid (ITB) and **one (1) completed copy**; this includes any amendments applicable to this ITB.
- b. Completed Affidavits: (1) Delinquent Property Tax, (2) Non-Discrimination, (3) Non-collusion, (4) No Findings for Recovery, (5) Compliance Affidavit for Businesses, (6) Transparency Purchasing Policy Disclosure, (7) Sweatfree Affidavit and (8) Best Bid Criteria; all signed by your legally authorized representative and notarized.
- c. Bid Bond - Separated from (ITB) and Marked "Bid Bond", your Company's Name, Project Title and Bid Number. **The bid bond is mandatory.** A bidder will be disqualified if the bid bond is not submitted.
- d. The ITB Pricing Response Form completed in its entirety (**Section F**).

Faxed transmissions of bid are unacceptable. Sealed bids received through the mail after the specified date and time will also be returned.

Lucas County reserves the right to postpone the bid opening for its convenience. Bidders are required to submit firm and fixed prices in the format specified on the pricing sheet (**Section F**). When there are errors in multiplication or addition in a bid, the unit price quoted will be used for calculating the correct total bid. If the error is in the unit price, the bid will be automatically disqualified.

All bid pricing will be valid for 60 (sixty) calendar days from the bid opening date to permit adequate evaluation of bid responses.

Lucas County may make this award as a whole or on a partial basis, based on the individual bid specifications.

The Board of County Commissioners does not obligate itself to purchase the full quantities indicated and the unit price bid must be effective if purchase is less. Conversely, the Board's requirements may be in excess of the quantities shown and the successful bidder shall be required to furnish all requirements under the specification at the unit price bid for an agreed period of time.

Lucas County does not assume any late payment penalties. No condition will alter this statement.

Ohio Revised Code sections 307.90 and 307.91 permits Lucas County to reject all bids, waive technicalities, and to amend the original estimate and to advertise for new bids on the required items, products or services. Lucas County reserves the right to reject any or all of the bids on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim or cause of action by any unsuccessful bidder against Lucas County.

Bidders may withdraw their bids at any time prior to the bid opening date. After the bid opening, bidders may only withdraw their bids as provided in Section 9.31 of the Ohio Revised Code. Withdrawal of a bid after a bid opening exposes a bidder to legal liability for sanctions, including costs for re-bid, or may result in a bid being awarded to the next lowest bidder. Bidders failing to respond to all requirements specified in this ITB may result in the rejection of the bid.

Questions regarding the specifications outlined in this ITB should be directed in writing to:

Lynn DiPierro	Email: ldipierr@co.lucas.oh.us
Support Services Manager	Voice: (419) 213-4509
One Government Center	Fax: (419) 213-4533
Suite 480	
Toledo OH 43604	

Bidders should carefully review all elements of their bids. Once opened, bids may not be altered. Each response in regard to this ITB shall be completed, self-contained and meet the requirements of the ITB. The County may initiate clarifications after the bid opening. However, these clarifications will not constitute an alteration of the bid submitted.

References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the Bidder in interpreting the bid requirements. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the successful Bidder will be required to furnish the particular item referred to in the bid specifications unless a departure or substitution is clearly noted and described in the proposal shown to be compatible with the specifications and accepted by the Board. Lucas County reserves the right to be the sole judge of suitability and fitness of the product bid.

If any items being bid have an expiration date, items delivered cannot be expired and must carry a good date for at least 6 (six) months after receipt.

All materials in the bid will become the property of Lucas County and may be returned only at the County's discretion. Materials received constitute public

information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to ORC Section 149.43. Any portion of the bid to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in ORC Section 149.43.

Additional information, such as brochures, glossies and or promotional materials, is to be provided in a separate section at the back of the response.

6.1 Additional Administrative Requirements - Compliance with Support Order(s)

Financial responsibility, integrity, and accountability are essential for operating a business that services the public. Unpaid obligations are a social problem, which threatens the welfare of children and increases the burden on taxpayers to provide social services. Due to the public's growing concern with non-paying parents, government initiatives to create additional, effective enforcement mechanisms are necessary. It is in the County's interest that all contractors doing business with Lucas County demonstrate financial responsibility and integrity and accountability.

All bidders must submit the completed "Compliance Affidavit For Businesses" with their bid. Once a lowest and best bidder has been determined and prior to award, this form will be submitted by Lucas County to the Child Support Enforcement Agency for certification of substantial compliance of court ordered and/or agency ordered child support of any individuals of the company who have twenty-five (25%) percent or greater vested interest in the company. If the individual is found to be not in compliance, said bidder will be notified that the individual is not in compliance and therefore the bidder/company/contractor is not in compliance and will have five (5) days to be in compliance from date of notification. Failure to comply will cause disqualification of the bidder's/company's /contractor's bid.

Bidders should contact Lucas County Child Support Enforcement Agency, (419) 213-3106, regarding this requirement should they have questions.

6.2 Additional Administrative Requirements - Best Bid Criteria

All Bidders must complete the Best Bid Criteria Form found in Section A and Submit with their bid / response. Failure to do so may disqualify the bid. Additionally, any subcontractor with 15% or more of the final contract value shall also be required to submit a Best Bid Criteria Form.

6.3 Project Labor Agreement (PLA)

A Project Labor Agreement will be entered into by the successful bidder for projects over \$100,000 with the Northwestern Ohio Building and Construction Trades Council. The Project Labor Agreement is attached for your review under Section A. The Board of County Commissioners has also entered into a Project Labor Agreement with the Northwestern Ohio Building and Construction Trades Council.

7.0 Contract Administration

The Lucas County Purchasing Department will administer the contract.

8.0 Bid Evaluation Criteria and Award

An award will be made to the provider who is considered lowest and best bid for the County's needs.

Lucas County Board of Commissioners reserves the right to reject any and all bids, to waive minor technicalities and to request a re-bid through the bid process. Lucas County reserves the right to conduct site visits of proposed facilities (at County expense) to determine capability of the bidder to perform.

9.0 Bid Alterations, Amendments, and Alternate Bids

No alterations, additions (alternate bids), or exceptions to the specifications contained herein are permitted except by amendments issued by the Lucas County Purchasing Department to all bidders that have received an ITB.

During the bid process, bidders may be furnished certain amendments covering additions or deletions to the ITB documents. Amendments will be included in the scope of work and will become a part of contract documents. Amendments may be issued up to seventy-two (72) hours preceding the bid opening date, excluding weekends and holidays.

Any prospective bidder desiring an explanation or interpretation of the ITB or specifications must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids but no later than 7 (seven) business days prior to the bid opening. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning the ITB will be furnished promptly to all other prospective bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

10.0 Equal Opportunity Provisions Required

All bidders must be willing to enter a contract containing the express language contained in Section 125.111 of the ORC, which requires the following:

Every contract for or on behalf of the state or any of its political subdivisions for the purchase of materials, equipment, supplies, contract of insurance, or services shall contain provisions similar to those required by Section 153.59 of the Revised Code in the case of construction contracts by which the bidder agrees to both of the following:

That in the hiring of employees for the performance of work under the contract or any subcontract no bidder or subcontractor shall, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.

That no bidder, subcontractor, or any person acting on behalf of any bidder or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin or ancestry.

All bidders who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective

utilization of economically disadvantaged persons, as defined in Section 122.71 of the Revised Code. Annually, each such bidder shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights Commission and the Minority Business Development Office established under Section 122.92 of the Ohio Revised Code.

11.0 Insurance Requirements

See attached General Conditions of the Contract for Construction.

12.0 Contract Term and Extension

See attached General Conditions of the Contract for Construction.

13.0 Invoices

See attached General Conditions of the Contract for Construction.

14.0 Assignment/Subcontractor

Neither the contract nor any rights, duties or obligations described herein will be assigned by either party hereto without prior express, written consent of the other party. The contract will be made pursuant to the bid submitted by the bidder. The contract will be based on the bidder's qualifications and responsibilities. The bidder will not sublet or assign the contract nor shall any subcontractor commence performance of any part of the work included in the resulting contract, without the previous written consent of Lucas County.

15.0 Taxes

Lucas County does not pay local, state or Federal taxes. If requested, the bidder will be furnished with an exemption certificate.

16.0 Permits/Codes

The selected bidder is responsible for obtaining all permits and licenses required for performance of the work specified. All labor and materials provided under this agreement shall meet or exceed minimum standards covered by the current applicable code(s) or bidder shall have obtained a legal waiver. The Owner will be responsible to pay for and obtain the general building permit.

17.0 Compliance with the Law

The bidder must agree to comply with all applicable Federal, state, and local laws in the conduct of the work specified in this ITB including applicable state and Federal laws regarding drug-free work places. The bidder will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security Deductions, and any other taxes or payroll deductions required for all employees engaged by the bidder in the performance of the work specified in this ITB.

18.0 Pricing

Bidders are expected to quote firm and fixed prices on a per unit basis, in the format specified in **(Section F)**. The successful bidder will not change the unit price or the scope of work during the contract period or any extension periods, however, should the bidder receive a decrease in overall costs associated with the commodity, this provision shall allow for modification of the existing contract to decrease the price.

Bidders must utilize pricing forms supplied in this document contained with **(Section F)**.

19.0 Termination for Convenience

See attached General Conditions of the Contract for Construction.

20.0 Termination for Default

See attached General Conditions of the Contract for Construction.

21.0 Non-Acceptance Criteria for Work, Materials and Service

See attached General Conditions of the Contract for Construction.

22.0 Performance Requirements

See attached General Conditions of the Contract for Construction.

23.0 Indemnification

See attached General Conditions of the Contract for Construction.

24.0 Non-Appropriation of Funds

Bidders are advised that although the term of this contract may span several fiscal years, this contract is contingent upon the County budgeting and appropriating the funds necessary for the continuation of this contract in the current year. In the event that the funds necessary for the continuation of this contract are not approved for expenditure in any year, this contract shall terminate on the last day of the fiscal year in which funding was approved, with no penalty to the County.

COUNTY OF LUCAS CONTRACTOR INSURANCE

21 INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly employed by any of them, or by any one for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability, benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, sickness or disease or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

21.2 Certificate of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK naming OWNER as additional insured. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

21.3.1 Comprehensive General Liability and Property Damage, Contractor's Protective Liability, Contractual Liability, Completed Operations-Products, Automobile Bodily Injury and Property Damage, owned and non-owned and hired vehicles and Owner's Protective Liability. The latter policy shall name as the insured the OWNER. If excluded from CONTRACTOR'S standard coverages, the following shall be deleted for policies provided under the CONTRACT DOCUMENT EXCLUSIONS: (1) "Underground Operations" (2) "Third Party Beneficiary" and (3) "Collapse" - where exposure is determined. Bodily Injury Liability and Property Damage Insurance shall cover the use of "Explosives" if used in performance of the CONTRACT. Insurance should be placed with a carrier with an AM Best Rating of at least an A-.

The types and **minimum** limits of insurance shall be as follows:

Commercial General Liability Insurance -
General Aggregate Limit - \$2,000,000
Products-Completed Operations-
Aggregate Limit - \$2,000,000
Personal and Advertising
Injury Limit - \$1,000,000
Each Occurrence Limit - \$1,000,000
Comprehensive Automobile Liability
Bodily Injury & Property Damage Liability Limit
Each Occurrence - \$1,000,000

The above minimum coverages may be obtained through the primary insurance or any combination of primary and umbrella insurance. In addition, the General Aggregate Limit shall be required on a per project basis.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause such SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

22. INDEMNITY

22.1 PROFESSIONAL LIABILITY

Relative to any and all claims, losses, damages, liability and costs, the CONTRACTOR agrees to indemnify and save the County of Lucas, its officials and employees (herein after "County") harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the CONTRACTOR or its employees.

22.2 NON-PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the County of Lucas, its officers, officials and employees (hereinafter "County"), or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of the acts or omissions of the CONTRACTOR, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by the acts or omissions of the CONTRACTOR, any subCONTRACTOR(s) of the CONTRACTOR, its agents, or anyone directly employed by them or anyone whose acts they may deem liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph

22.2. It is understood and agreed that this indemnification obligation is enforceable to the full extent permitted by Ohio Revised Code Section 2305.31.

22.3 It is expressly understood and 'agreed that these indemnification obligations are enforceable to the full extent permitted by Ohio Revised Code Section 2305.31. In any and all claims against the County by any employee of the CONTRACTOR, and any subCONTRACTOR(s) of the CONTRACTOR, agent or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. CONTRACTOR hereby expressly waives the immunity provided to CONTRACTOR by Article II, Section 35, of the Ohio Constitution and Ohio Revised Code Section 4123.74 and 4123.741, all regarding worker's compensation immunity, so that this indemnification obligation may be enforced by the County of Lucas against CONTRACTOR in those instances.

22.4 If the CONTRACTOR subcontracts with the County, the CONTRACTOR shall require its subCONTRACTORS to indemnify the County of Lucas in accord with Article 22.

22.5 CONTRACTOR Responsible - The CONTRACTOR expressly understands that the insurance requirements as outlined above are minimum requirements to be met under the contract and does not in any manner represent that the limits, coverage or policy forms are sufficient or adequate to protect the interest or liability of the CONTRACTOR and/or its subCONTRACTORS.

THE FOLLOWING MUST BE INCLUDED (IN THE SPECIFIED AREAS) ON ALL INSURANCE CERTIFICATES:

- DESCRIPTION OF THE PROJECT AND LOCATION: you may use a generalized listing of the duties to be performed under this certificate of insurance. Example: "Projects Executed for the Board of Lucas County Commissioners."
- CERTIFICATE HOLDER: Board of Lucas County Commissioners, One Government Center, Suite 800, Toledo, Ohio 43604-2247.

SECTION A - PROJECT LABOR AGREEMENT

NORTHWESTERN OHIO BUILDING AND CONSTRUCTION TRADES COUNCIL

PROJECT LABOR AGREEMENT

Between

Board of Lucas County Commissioners

(Owner)

And

NORTHWESTERN OHIO BUILDING AND CONSTRUCTION TRADES COUNCIL

Covering

(Project Name)

PROJECT LABOR AGREEMENT

This Agreement is entered into this 16th day of April, 2012 by and between, the Board of Lucas County Commissioners ("Owner"), acting on its behalf and on behalf of all "Contractors" as herein defined, and the Northwestern Ohio Building & Construction Trades Council ("NWOBCTC"), acting on its own behalf and on behalf of all affiliates and members whose names are subscribed hereto, and who have, through their duly authorized officers, executed this Agreement, ("Union") with respect to the construction of the _____ project located in Lucas County, Ohio, the total overall project cost of which is greater than \$100,000 ("Project").

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in construction work within the scope of this Agreement. The term "applicable local collective bargaining agreement" means the labor agreement of an affiliated local union to the NWOBCTC that covers the work being performed on the Project within its work jurisdiction/scope of work.

The Unions and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement.

ARTICLE I INTENT AND PURPOSE

- 1.1 The Parties to this Agreement express through this Agreement their mutual and sincere commitment to the families and quality of life within Northwest Ohio by; (a) helping to ensure that the 12,000-plus building tradesmen and their families directly benefit from the construction of the region's public and civic infrastructure; (b) supporting the investment made in training local building tradesmen to ensure the highest quality construction, and (c) protecting the area standards for wages and benefits realized through the process of collective bargaining by imposing union scale for all work covered by this Agreement.
- 1.2 The Owner, Contractor(s), and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together cooperatively to furnish skilled, efficient, craftsmen who, whenever possible, reside in the local area. The intent and understanding of the parties is to maximize the employment opportunities of skilled craftspeople living within the local area.
- 1.3 The purpose of this Agreement is to establish conditions for the prompt and efficient completion of construction work on the Project and to secure optimum productivity by providing close cooperation between the Employer and the Union. The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.
- 1.4 A primary incentive for entering into this Agreement is elimination of the risk of delays and disruption caused by labor disputes and unrest. This Agreement creates effective and binding methods for the settlement of all disputes or grievances,

which may arise on the Project. There shall be no strikes, work stoppages or lockouts for any reason whatsoever.

- 1.5 Further, the parties recognize the advantages of this project-specific Agreement. In part, those benefits include standard work rules and prohibitions against strikes, lockouts, slowdowns, and other work stoppages during the course of construction. The parties recognize the need to minimize the impact of construction industry challenges such as the short-term nature of employment, which makes post-hire collective bargaining difficult, and to address the contractor's need for predictable costs and a steady supply of skilled labor.

ARTICLE II SCOPE OF AGREEMENT

- 2.1 This Project Agreement shall apply to all work recognized and accepted within historical definitions of construction work under the direction of and performed by the Contractor(s), of whatever tier who have contracts awarded for such work on the Project. Such work shall include site work and dedicated off-site work.
- 2.2 The scope of work includes all work assigned by the Owner to the Contractor(s). To the extent any work covered by a Contractor's construction contract for the Project entails work beyond the historical definition of "construction work," including but not limited to off-site fabrication, assembly, insulation, skids, modules, manufacture and related preparatory work, all Contractors agree to pay their employees not less than the wage and fringe benefit rates set forth in the applicable local collective bargaining agreement. Any such work to be subcontracted shall only be subcontracted to contractors who pay their employees for such work at wage and fringe benefit rates not less than those set forth in the applicable local collective bargaining agreement.
- 2.3 All work within the scope of this Project Agreement shall be performed only by contractors and subcontractors that are signatory to this Project Agreement. The Owner shall require all Contractors of whatever tier, as a condition of being awarded contracts for work covered by this Agreement, to accept, execute and be bound by the terms and conditions of this Project Agreement prior to commencing work on the Project. The Contractor is responsible for ensuring that its subcontractors become signatories to this Agreement and abide by its terms.
- 2.4 The terms and conditions of the applicable local collective bargaining agreements covering the craftwork being performed shall govern the terms and conditions of employment of employees on the Project, other than as explicitly set forth here.
- 2.5 It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article IV (No Strikes and No Lockouts); Article VI (Settlement of Grievances and Disputes); and Article VII (Jurisdictional Disputes) of this Project Agreement, which shall apply to such work.

ARTICLE III

UNION RECOGNITION

- 3.1 The Contractor(s) recognize the Union(s) as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.
- 3.2 All employees while covered by this Agreement: (1) in the employ of the Contractor at the time the Contractor enters into this Agreement shall, on the 8th day of employment hereunder, become members in good standing of the union, and so remain during the term of this Agreement; (2) hired by the Contractor after entering into this agreement shall, during the term of this Agreement, be hired according to the terms and conditions of the applicable local collective bargaining agreement and, as a condition of employment, shall become members in good standing of the union on the 8th day of employment and so remain for the term of this Agreement.
- 3.3 Each employee shall be required to comply with the Union security clause set forth in the applicable local collective bargaining agreement for the duration of the Project.
- 3.4 Upon being presented with a written authorization form by an employee covered by this Agreement, the Employer will deduct from the wages of such employee and remit to the Union all initiation fees, dues, and representation fees in accordance with the signed authorization.

ARTICLE IV

NO STRIKES AND NO LOCKOUTS

- 4.1 The Union and its members, agents, representatives and employees shall not allow, incite, encourage, condone or participate in any strike, walkout, slowdown, picketing, sympathy strike or other work stoppage of any nature whatsoever for any cause whatsoever, whether jurisdictional or otherwise, or observe any picket of any nature during the term of this Agreement. Any such action by the Union or its members, agents, representatives and employees shall constitute a violation of this Agreement.
- 4.2 All employees shall continue to work and to perform all their obligations on the Project despite the expiration of any local collective bargaining agreement.

ARTICLE V

WAGES AND FRINGE BENEFITS

- 5.1 Wages and fringe benefits to be paid for all work within the scope of this Agreement shall be the rates set forth in the applicable local collective bargaining agreement. The Contractor shall pay employees the prevailing wage rate as set forth in R.C. Chapter 4115 for all work performed on the Project that is not covered by an applicable local collective bargaining agreement.

- 5.2 Upon notice to the Owner that a Contractor is delinquent in its obligation to make fringe benefit contributions, the Owner shall withhold such sums from the monthly progress payment(s) to the Contractor and shall pay such sums directly to the appropriate fringe benefit fund(s).
- 5.3 Any future wage or fringe benefit increases negotiated and established by an applicable local collective bargaining agreement shall be paid retroactively to the expiration of the preceding local agreement.

ARTICLE VI SETTLEMENT OF GRIEVANCES AND DISPUTES

- 6.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.
- 6.2 The Contractors, Unions and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.
- 6.3 Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes

shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

6.4 The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE VII JURISDICTIONAL DISPUTES

7.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

7.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

7.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

7.4 Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE VIII
SAFETY

8.1 The Employer and their employees shall comply with all applicable federal and state laws, ordinances and regulations relating to safety and health. All employees shall comply with the reasonable safety regulations as established by the Employer.

ARTICLE IX
UNION REPRESENTATION

9.1 The designated representative(s) of each local union signatory to this Agreement shall be permitted to enter the Project site upon notification to the Employer. Such designated union representative(s) will be permitted on the Project site without an escort. The privilege to move unescorted on the Project site is extended to the designated union representative(s) upon the understanding that such representative(s) will not disrupt the efficient operation of the Project and that the privilege will not be abused.

9.2 The Unions shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified workman performing the work of that craft and shall not exercise any supervisory functions. There shall be no non-working stewards.

9.3 Visitors, including Union representatives and agents, shall not interfere with the work of the employees. In addition, they shall fully comply with the visitor safety and security rules established for the Project.

ARTICLE X
HELMETS TO HARDHATS

10.1 The Contractor and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractor and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by parties.

10.2 The Unions and Contractor agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project to the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XI
TERM OF AGREEMENT

11.1 This Agreement shall become effective on the ____ day of _____, 20__, and shall remain in full force and effect as to each part or phase of construction work until all parts and phases have been accepted by the Owner.

ARTICLE XII INCLUSION

12.1 The Parties intend for the Project to bring great opportunities for contractors as well as the local workforce. A principal goal of the Owner is to ensure that, to the extent legally permissible, it uses Minority Business Enterprises and Women's Business Enterprises, which are qualified to perform work on the construction of the Project. The Owner's goal is to achieve a percentage, which the Owner reasonably arrives at and includes in its diversity plan, for MBE/WBE involvement for the construction of the Project, regardless of union affiliation. All minority participation is subject to inclusion in Owner's periodic reports to certain regulatory and legislative bodies.

12.2 The Parties agree to use their best efforts (including without limitation accommodation on fringe bonding and other financial hurdles) and cooperate in order to meet or exceed the above stated goals. The Union shall also provide the Owner, upon its request, with any data, statistics and/or information that the Union possesses, relating to the stated hiring goals. Further, in the event that the Union contractors are not available or qualified to meet the diversity goal or if they fail to utilize best efforts relative to diversity, the Union shall not object and it will not be a contract breach for the Owner to use non-union contractors for such work.

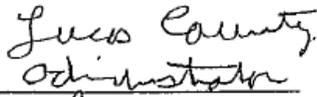
ARTICLE XIII INCLUSION ADVOCACY

13.1 The Parties will mutually agree upon a system to monitor and enforce the inclusion commitments in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall be deemed effective as of the date stated in Article XI.

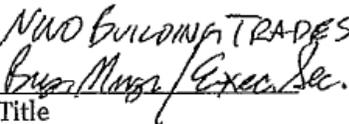
ON BEHALF OF THE OWNER:


Signature 


Title PRES LUCAS COUNTY COMMISSIONERS

ON BEHALF OF THE UNIONS:


Signature


Title NMO BUILDING TRADES
Bus. Mgrs / Exec. Sec.

PLA PROJECT: Lucas County Project Labor Agreement

John Schlagheck
Northwestern Ohio Building and Construction Trades Council

Dated: 8/31/11

JOHN SCHLAGHECK EXEC SEC / BUS MGR
Print Name and Title

Fred E. Keith Jr.
Boilermakers Local #85

Dated: 9/1/11

Fred E. Keith Jr.
Print Name and Title

Don Huss
Bricklayers Local #3

Dated: 9-6-11

Don Huss
Print Name and Title

Steve Skively
Bricklayers Local #46

Dated: 9/6/11

Steve Skively
Print Name and Title

James M. Pedro
Cement Masons & Plasterers Local #886

Dated: 9-6-11

JAMES M. PEDRO Bus. Mgr. Fin. Sec.
Print Name and Title

Joseph E. Cousino
Electricians Local #8

Dated: 9/6/11

Joseph E. Cousino BUSINESS MANAGER
Print Name and Title

PLA PROJECT: Lucas County Project Labor Agreement

R J Fickel
Elevator Constructors Local #44

Dated: 9/2/11

ROBERT J. FICKEL Business Manager
Print Name and Title

Jim Matich
Glaziers Local #948, Painters Local #7, Sign Display &
Allied Trades Local #639

Dated: 9-7-11

James Watroba Business Mgr.
Print Name and Title

Mark H. Flynn
Heat & Frost Insulators Local #45

Dated: 9/6/11

Business Manager
Print Name and Title

Joseph D. Blaze III
Ironworkers Local #55

Dated: 9/6/11

Joseph Blaze III Business Manager
Print Name and Title

Phillip Capelano
Laborers Local #500

Dated: 9-9-11

Phillip Capelano
Print Name and Title

Ronald Rothenbuhler
Ohio and Vicinity Regional Council of Carpenters

Dated: 9.6.11

Ronald Rothenbuhler Reg Dir
Print Name and Title

PLA PROJECT: Lucas County Project Labor Agreement

Operating Engineers Local #18

Dated: _____

Print Name and Title



Plumbers & Pipefitters Local #50

Dated: 9-9-11

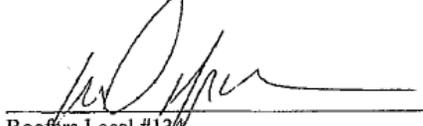


JEFFREY L. VANDERHORST BUS. MGR.
Print Name and Title

Road Sprinkler Fitters Local #669

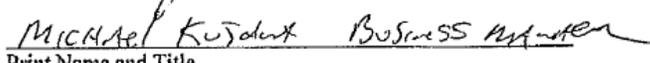
Dated: _____

Print Name and Title

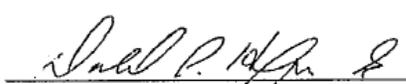


Roofers Local #134

Dated: 9-1-11

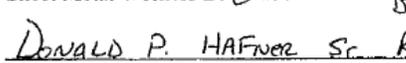


MICHAEL KUTZDANT BUSINESS MANAGER
Print Name and Title



Sheet Metal Workers Local #33

Dated: 9-1-11



DONALD P. HAFNER Sr. REP.
Print Name and Title

SECTION B - AFFIDAVITS

DELINQUENT PERSONAL PROPERTY TAX STATEMENT
(O.R.C. Section 5719.042)

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I _____, _____, _____ affirm
(NAME) (TITLE) (NAME OF COMPANY)
that at the time that I submitted the bid for _____ to
(BID TITLE)
the Board of Lucas County Commissioners on _____ that
(DATE)
_____ was / was not charged with delinquent Personal
(NAME OF COMPANY) (CIRCLE ONE)
Property Taxes by the Lucas County Auditor.

(If Personal Property Taxes are delinquent, complete the following section)

The amount of delinquent Personal Property Taxes due Lucas County is _____
(AMOUNT)
and unpaid penalties and interest are _____.
(AMOUNT)

(SIGNATURE)

(COMPANY)

(DATE)

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

(SEAL)

(NOTARY)

My Commission Expires:

(Date)

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF _____

SS

COUNTY OF _____

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

he/she is _____ of _____ the party
(Title) (Company)

that made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. If awarded the bid and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex or national origin. If successful as the lowest and best bidder under the foregoing proposal this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provision of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.59 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the owner.

(Signature)

(Affiant)

(Company/Corporations)

(Address)

(City/State/Zip Code)

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

(Seal)

(Notary)

My Commission Expires:

(Date)

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF LUCAS, SS:

_____ being first duly SWORN, deposes and says that he is the _____ or authorized representative of _____ or is the party submitting this bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to submit a sham bid, or refrain from bidding; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure any advantage against the County of Lucas or any person or persons interested in the proposed contract; that all statements contained in said proposal of bid are true and that, such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bid being submitted.

(Affiant Signature)

(Affiant Title)

SWORN to before me and subscribed in my presence
this _____ day of _____, 20_____.
(Date) (Month) (Year)

(Notary Public)

(SEAL)

My Commission Expires

(Date)

NO FINDINGS FOR RECOVERY AFFIDAVIT

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I _____, _____, _____
(NAME) (TITLE) (NAME OF COMPANY)
affirm that at the time that I submitted the bid for _____ to the Board of
(BID TITLE)
Lucas County Commissioners on _____ that _____
(DATE) (NAME OF COMPANY)
has / has no unresolved finding for recovery from the State Auditor per Ohio Revised
(CIRCLE ONE)
Code Section 9.24.

(If there is unresolved finding for recovery from the State Auditor , complete the following section)

The amount of unresolved finding for recovery due the State Auditor is _____ and
(AMOUNT)
unpaid penalties and interest are _____.
(AMOUNT)

(SIGNATURE)

(COMPANY)

(DATE)

Sworn to and subscribed before me this _____ day of, _____ 20__.

(SEAL)

(NOTARY)

My Commission Expires:

**Additional Administrative Requirements
Compliance with Support Order(s)**

Financial responsibility, integrity and accountability are essential for operating a business that services the public. Unpaid obligations are a social problem which threatens the welfare of children and increases the burden on taxpayers to provide social services. Due to the public's growing concern with non-paying parents, government initiatives to create additional, effective enforcement mechanisms are necessary. It is in the County's interest that all contractors doing business with Lucas County demonstrate financial responsibility and integrity and accountability.

All bidders **must submit** the **completed** "Compliance Affidavit For Businesses" with their bid. Once a lowest and best bidder has been determined and prior to award, this form will be submitted by Lucas County to the Child Support Enforcement Agency for certification of substantial compliance of court ordered and/or agency ordered child support of any individuals of the company who have twenty-five percent (25%) or greater vested interest in the company. If the individual is found to be not in compliance, said bidder will be notified that the individual is not in compliance and therefore the bidder/company/contractor is not in compliance and will have five (5) days to be in compliance from date of notification. Failure to comply will cause disqualification of the bidder's/company's/contractor's bid.

Bidders should contact Lucas County Child Support Enforcement Agency, 419-213-3106, regarding this requirement should they have questions.

COMPLIANCE AFFIDAVIT FOR BUSINESSES

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BY THE BIDDER AND NOTARIZED

STATE OF OHIO }
 }ss:
COUNTY OF LUCAS }

_____, being first duly sworn, deposes and says that he/she is
(Authorized Officer)

_____ of _____ the party making the
(Title) (Company Name)
foregoing proposal or bid; that according to his/her knowledge, based upon company
records the following individuals have a twenty-five (25%) percent or greater vested
interest in _____.
(Company Name)

Name	Child Support Case/Order No:	Social Security Number:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please check if applicable:

_____ There are no individuals with twenty-five percent (25%) or greater vested
interest in _____.
(Company Name)

(signature)

Affiant: _____

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

(Notary Public)

LUCAS COUNTY SWEATFREE AFFIDAVIT

STATE OF _____

COUNTY OF _____, ss:

Personally appeared before me the undersigned, as an individual or as a representative of

_____ for a contract for _____
(Name of Entity) (Type of Product or Service)

to be let by the Board of Commissioners, Lucas County, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to the Lucas County Sweatfree Procurement Policy and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

- 1. Name, physical address, phone number and contact persons for each production facility that will be involved in the production of goods or the provision of services.

- 2. I have personal knowledge of the information contained in section 1 or I have obtained such information from any resale entity.
- 3. I understand my obligation to ensure that all applicable production facilities adhere to the sweatfree code of conduct as defined in Section IV of the Lucas County Sweatfree Procurement Policy.
- 4. I understand that if Lucas County, the State and Local Sweatfree Consortium, and/or an independent monitor find any of the production facilities listed above to be out of compliance with any of the provisions of Section IV of the Lucas County's Sweatfree Procurement Policy, and I fail to take all reasonable steps as specified by and/or its designee(s), I will be deemed out of compliance with the sweatfree code of conduct as defined in the Lucas County Sweatfree Procurement Policy.

5. I have furnished a copy of the sweatfree code of conduct as defined in Section IV of the Lucas County Sweatfree Procurement Policy to each production facility named in paragraph 1 and to each relevant subcontractor and I have instructed each subcontractor to furnish the code of conduct to each relevant production facility.

BIDDER:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Sworn to before me and subscribed in my presence by the above named person this _____ day of _____, 20____.

NOTARY PUBLIC: _____

My Commission Expires: _____

BEST BID CRITERIA

This form must be completed in its entirety and submitted with the Bid and all other documents required at the time of the Bid or response to request for proposal.

Name of Project (as identified in the "Request for Proposals")

Submitted by: _____
(Name of Contractor)

(Address)

1. Please explain the experience Bidder has on projects of the nature for which Bids were solicited.

2. Please detail the continuity of the Bidder's workforce.

3. For construction projects, please describe the Bidder's participation in trade-relevant Department of Labor or State of Ohio approved apprenticeship programs, if such apprenticeship programs are available to the Bidder.

4. Please describe the Bidder's familiarity with this specific project.

Has the Bidder reviewed the specifications (and if applicable, the drawings) for the project? Yes No

Has the Bidder visited the actual site of the project? Yes No

Has the bidder reviewed all other applicable Contract Documents? Yes No

5. Does the Bidder provide any of the following for its employees?

OSHA-Compliant Safety Plan Yes No

EPA-Compliant Plans (if applicable)
(For asbestos & lead abatement) Yes No

5a. Has the Bidder been cited for any OSHA violations in the preceding six (6) months?
(If yes, please describe - add pages as needed)

Yes No

Type of Violation (de minimis, other than serious, serious, or willful)	Nature of Violation

6. How many years has the Bidder been in the construction, professional or personal service business or the number of years in the commodities supply business? _____

7. For all construction projects completed by the Bidder in the preceding twenty-four (24) months, please complete the information in the table below (add additional pages if needed):

Project Identification	Original Contract Price	Actual Final Cost

7a. For all projects listed in #7, did the Bidder:

Comply with all completion deadlines? Yes No

Provide timely response to "punch list" items and perform site clean-up in a timely manner? Yes No

File a maintenance bond in a timely manner? Yes No

Arrange for adequate bonding? Yes No

8. Does the Bidder comply with unemployment laws, workers compensation laws, federal & state Prevailing Wage laws, the Fair Labor Standards Act, local and state taxation laws and is the Bidder a participant in the Drug Free Workplace Program for small Employers (OAC 4123-17-58.1)?

Yes No

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading:

Name of Bidder _____

By (Signature) _____

Title _____

Dated at _____ this _____ day of _____, 20____

Mr./Mrs./Ms. _____ being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____, 20__

Notary Public:
My Commission Expires:

SECTION C - SPECIFICATIONS

SCOPE OF WORK

Lucas County Road Maintenance Building

BID DUE DATE: October 4, 2012 @ 2:00 PM LOCAL TIME

LUCAS COUNTY BOARD OF COMMISSIONERS

ONE GOVERNMENT CENTER, SUITE 480

TOLEDO, OHIO 43604

1.0 **GENERAL:**

This Contractor shall provide all supervision, labor, material, accessories, equipment, tools, scaffolding, taxes, labor burdens, overhead, profit, fringe benefits, insurance, etc. necessary to complete all work associated with the ***Lucas County Road Maintenance Building***.

- 1.1 Trade permits and or licenses required to perform this type of work at this location, complete with inspections, and associated fees.
- 1.2 Construction materials testing shall be provided and paid for by the Owner.
- 1.3 The General Building permit shall be provided and paid for by the Owner.
- 1.4 Compliance with requirements of all applicable Federal, State and Local codes, ordinances and agencies, including Owner's, and Construction Manager's program and guidelines.
- 1.6 Comply with Project Safety and Fire Protection Program included within this packet.
- 1.7 Job Hazard Analysis (JHA) fully executed, must be provided to Lathrop prior to commencement of each task this subcontractor is required to perform to accomplish the scope of work. Daily Job Safety Analysis (JSA) must be performed prior to start of each new shift.
- 1.8 Notification of public agencies as required for testing and inspections
- 1.9 The cost of materials incorporated into the construction is exempt from State of Ohio sales tax.
- 1.10 The importance of a site visit during the bid is emphasized in order to become familiar with the existing conditions and their effect on the performance of the work of this contract. No change orders for additional costs shall be accepted for any conditions which could have been determined by a site visit.
- 1.11 Coordinate new work with existing utilities and the work of other trades in the area of construction.
- 1.12 The Contractor shall be responsible for and repair and make good, at its own expense, all damage to streets, sidewalks (not scheduled to be removed as part of this project), utility lines, adjoining premises or any other public or private property, by whomsoever owned and wherever located, resulting from or in connection with the performance of the Work.
- 1.13 Street Obstructions: All streets, sidewalks, or passageways outside of the site fence are to be kept clear and open to vehicular traffic and pedestrians at all times. When it is necessary to restrict traffic or close a street or portion of a street or sidewalk due to construction activities, this Contractor shall:

- a. Notify the Construction Manager of such requirements one (1) week in advance.
- b. Notify the appropriate authorities to obtain their approval and comply with their requirements for street obstructions.
- c. Provide barricades, signage and flagmen as necessary, to redirect traffic and pedestrians.
- d. Perform off-hours work if required to meet the requirements of the City/Authority Having Jurisdiction and/or the Construction Manager.

1.14 Portable toilet facilities shall be provided and paid for by the Site Work Contractor.

1.15 All hoisting required to perform your work shall be provided by this trade contractor.

1.16 Temporary power and water shall be paid for and provided by each Contractor requiring temporary power or water service.

1.17 Contractors will be permitted to have one (1) Project Trailer onsite.

Contractors are permitted to have no more than two (2) weeks supply of material onsite. Any off-site storage of materials is the sole responsibility of the Contractors.

1.18 Parking will be provided at the project site. Contractor parking will be constructed from Stone, Concrete or Asphalt depending on the phase of the project and location.

At the final phase of the project, the contractors will be parking in the finished parking lot / paved areas of the New Maintenance Building. If a contractor damages any finished paving lots or paved areas of the New Maintenance Building, it will be the constructor's responsibility to repair the finished paving lots at the contractor's cost.

1.19 Include All Engineering, layout and control work as required to complete the respective work items included in this bid package.

1.20 Each Contractor shall be responsible for receiving, off-loading, loading and proper storage and protection of their materials and equipment into the building. All deliveries are to be coordinated with the Construction Manager prior to shipping of the material. Laydown area on the site will be limited, see the Site Logistics Plan for location.

1.21 Each Contractor shall be responsible for daily clean up of trade related and identifiable debris.

1.22 All Trade Contractors shall compile product data and prepare shop drawings and submit (5) five full size hard copies and (1) one electronic set in PDF format to The Lathrop Company for review. Shop drawing review period shall be 14 days and subsequent resubmittal review period shall be 7 days.

1.23 Temporary wall, floor or roof openings required by any subcontractor and the temporary protection, temporary weather proofing or required safety provisions for such openings are the responsibility of the subcontractor requiring the opening(s) except as specifically noted herein.

1.24 The subcontractor will be required to warranty all work as per the project specifications but not less than one (1) year after occupancy.

- 1.25 All equipment operated within the building after closure or when so instructed by the project manager must be electric or propane powered. All equipment operated in the building after placement of the concrete slab must have proper slab protection including but not limited to tire covers and diapers.
- 1.26 As built drawings are required to be maintained and updated during the project duration and will be reviewed by The Lathrop Company to aid in establishing completion progress.
- 1.27 All building materials supplied and installed under this contract shall be free from mud, dirt, stickers, construction markings, rust, etc. upon completion of the installation.
- 1.28 The drawings are diagrammatic in nature and indicated the required end result. The Subcontractor(s) may have to deviate from suggested routing and/or installation methods to obtain the required end results. Reasonable and customary labor and material required to achieve the end results, whether indicated on the drawings and specifications or not, are the responsibility of the installing contractors.
- 1.29 The subcontractor will be required to inspect all previously installed work to which this scope of work systems are to interface with or attach to and accept the same. Should anything not be acceptable, the subcontractor shall notify the Lathrop project manager to have it corrected prior to commencing installation of this scope of work. This field check must be accomplished to allow for corrective action to be performed prior to starting of this scope of work. No back chargers for delays will be allowed.
- 1.30 Minimum lighting as required by OSHA will be provided. Should additional lighting be required to perform this scope of work, the performing subcontractor will be required to supply.
- 1.31 All premium time to meet the project schedule is to be included in this scope of work.
- 1.32 This subcontractor will be required to coordinate all work with the other subcontractors, and The Lathrop Company, where their work interfaces.
- 1.33 This subcontractor shall provide all hangers, "unistrut", rods, raceway supports and secondary structural support steel per the project specifications, as required to meet the project specifications or as required by the equipment manufacturer including all peripheral materials necessary to support the items included in this scope of work from the building structural steel.
- 1.34 Subcontractors are responsible for all surface and subsurface dewatering required to perform their work.
- 1.35 Subcontractors are to restore to the original condition all subgrade/sub bases disturbed by their operations.
- 1.36 In the case of any discrepancies or conflicts in the presented in the plans, specifications, or this scope of work, the subcontractors are required to notify Lathrop of the conflict for resolution. Should Lathrop not be notified of the conflict, the subcontractors will be held to the most stringent.
- 1.37 All subcontractors are required to make all necessary field measurements in insure correct fit. Coordinate with other trades in so as not to cause a conflict or delay.
- 1.38 The successful bidder, and all of the bidder's contractors and subcontractors, must comply with and adhere to all of the provisions of the project labor agreement negotiated with the Northwest Ohio Building and Construction Trades Council and its affiliated local unions for the project.

**** The apparent low bidder(s) shall be prepared to meet with the Construction Manager and other members of the Project Team. The meeting will include a discussion on the bidder's project approach, estimate, schedule, etc.**

2.0 Pre-Engineered Building:

The Subcontractors will be required to complete details and provide common means and methods, which normally would appear on the design drawings, in order to provide a complete project.

Provide all work in this scope per the specifications listed below and the related sections thereof:

<u>Spec. Number</u>	<u>Description</u>
011000	Summary
012500	Substitution Procedures
077100	Roof Specialties
077200	Roof Accessories
079200	Joint Sealants
133419	Metal Building Systems

2.0.1 The Work is based upon **SCOPE DOCUMENTS**. As scope documents, the drawings, details and specifications do not necessarily indicate nor describe all Work required for the full performance and completion of the requirements of the Contract Documents. On the basis of the general scope indicated, the Contractor shall use all reasonable care to include those items necessary and/or implied, but not necessarily detailed, on the New Road Maintenance Building Contract Documents.

The following items are from the Contract Documents for emphasis and clarity; these items are not intended to limit the scope of work required by the Contractor; these items are as follows:

2.0.2 Furnish and install all of the items listed in this scope of work to make a complete working system unless otherwise noted.

2.0.3 Review all drawings and notes including structural, architectural, plumbing, mechanical, and electrical for areas of work described by this category and coordinate work with respective trade.

2.0.4 Daily clean-up of trade related and unidentifiable debris.

2.0.5 Design, fabricate, deliver and erect the pre-engineered building complete as show on the drawings and described in the specifications. Including but not limited to the primary and secondary framing, sidewall and roof structural girts, insulated metal wall panels, standing seam roof and insulation (wall and roof) as per the drawings and specifications.

- 2.0.6 Furnish and deliver in a separate early shipment the anchor bolts with two nuts per anchor bolt, anchor bolts will be installed by the Concrete Subcontractor.
- 2.0.7 The building pad will be used as the steel lay-down area. Phased material shipment is required. The shipment plan must be approved by Lathrop's onsite superintendent.
- 2.0.8 All steel is to be shop primed painted in accordance with the specifications with the exception of anchor bolts, roofing, and siding. Touch up paint all primed items which the paint was damaged, rusted or damaged during erection. This includes all welds, and bolts.
- 2.0.9 Furnish, deliver and erect the metal wall panels and associated metal trim to provide a complete metal wall panel package.
- 2.0.10 Furnish, deliver and erect the standing seam roof panels and associated metal trim to provide a complete metal roof panel package.
- 2.0.11 Furnish, deliver and erect the gutters and down spouts at locations shown on the drawings. Include all items necessary to connect to the underground storm system at ground level. This will include any transition materials necessary to connect to a round pipe. The downspout transition to round is to be made at finished floor elevation.
- 2.0.12 Furnish, deliver and erect the insulation for the roof and walls systems as described in the specifications. Insulation must be installed tight and all seams uniform.
- 2.0.13 Provide all temporary supports necessary to keep all steel from coming in contact with the ground/stone pad. The subcontractor is required to clean all steel or decking material that is installed dirty. All building materials supplied and installed under this contract shall be free from mud, dirt, stickers, construction markings, rust, etc. upon completion of the installation erection/installation.

SCOPE OF WORK – EXCLUSIONS Pre-Engineered Building:

- 2.0.14 Items specifically noted to be provided by other Contractors.

SCOPE OF WORK – Pre-Engineered Building ALLOWANCES:

- 2.0.15 The Contractor shall **include** an allowance of \$25,000 to be used as directed by the Construction Manager. All overhead and profit for this \$25,000 is to be included in the base bid number. The remaining allowance balance at the completion of the project will be returned to the owner via a deduct change order.

SECTION D - INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDING PROCEDURES

1.1 DESCRIPTION AND LOCATION OF PROPOSED WORK AND DESIGNATION OF COUNTY PROJECT REPRESENTATIVE:

The project is generally described as the Lucas County Engineers – New Road Maintenance Building to be located on a site in Holland, Ohio at 1049 South McCord Road.

The specifications and the associated documents describe the work to be furnished and installed for the Lucas County Engineers – New Road Maintenance Building, Holland, Ohio.

All requirements and instructions listed in the “Instructions to Bidders,” General and Supplementary Conditions, and Division One Specifications, apply to work specified.

Work specifications include all labor, equipment, and installation as required to provide a complete technical system in compliance with the contract documents.

1.2 EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE:

Copies of Plans and Specifications may be obtained from Becker Impressions, 4646 Angola Rd., Toledo, OH 43615, Phone: 419-385-5303, Fax: 419-385-0529. One (1) complete set of plans and specifications will be provided to each Prime Contractor additional sets shall be purchased by the Contractors. One (1) complete set of plans and specifications will be available for review at Lathrop’s Plan Room.

1.2.2 The Bidder shall examine all Contract Documents, including without limitation the Drawings and Specifications for all divisions of Work for the Project, noting particularly all requirements which will affect the Bidders’ Work in any way.

1.2.3 Failure of a Bidder to be acquainted with the amount and nature of Work required to complete any applicable division of the Work, in conformity with all requirements of the Project as a whole, will not be considered as a basis for additional compensation.

1.2.4 The Bidder shall evaluate the Project site and related Project conditions where the work will be performed, to judge for him/her all the factors affecting the cost of the work and time required for its completion, including without limitation the following:

1.2.4.1 The condition, layout, and nature of the Project site and surrounding area, including sub-surface conditions, if applicable;

1.2.4.2 The availability and cost of labor;

1.2.4.3 The availability and cost of materials, supplies and equipment;

1.2.4.4 The cost of temporary utilities required in the bid;

1.2.4.5 The cost of any permit or license required by a local or regional authority having jurisdiction over the project;

1.2.4.6 The generally prevailing climatic conditions;

1.2.4.7 Conditions bearing upon transportation, disposal, handling, and storage of materials.

1.3 INTERPRETATION

1.3.1 If the Bidder finds any perceived conflict, error, omission or discrepancy between the Drawings and Specifications, or any of the Contract Documents, or is in doubt as to the meaning of any part of the Drawings, Specifications or other Contract Documents, the Bidder shall submit a written request to the County for an interpretation or clarification.

1.3.2 The Bidder shall be responsible for prompt delivery of such request.

1.3.3 In order to prevent an extension of the bid opening, the Bidder is required to make all requests for interpretation no later than 2:00 PM on September 26, 2012.

1.3.4 The County shall issue an Addendum, no later than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays, to any and all requests for interpretation of the Contract Documents and provide a copy to each person of record holding Drawings and Specifications.

1.3.4.1 The Addenda shall be deemed to have been validly given if the Addenda is prepared by the County and is mailed or otherwise furnished to each person of record holding Drawings and Specifications.

1.3.4.2 The Addenda shall be numbered when prepared to distinguish it from other Addenda that may be issued at a later date.

1.3.4.3 Failure of any bidder to receive any such Addenda shall not relieve that Bidder from any obligation of his Bid as submitted.

1.3.5 Any interpretation of the Contract Documents made by any party other than the County, or in any manner other than a written Addendum, shall not be binding and the Bidder shall not rely upon any such interpretation.

1.3.6 The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request for interpretation was made by the Bidder as specified by these instructions.

1.4 SPECIFICATIONS

1.4.1 The articles, devices, materials, equipment, fixtures and other items named in the Drawings or Specifications by reference to a specific brand name or catalog number so as to denote kind and quality shall be known as Specifications and all bids shall be based upon those Specifications.

1.4.1.1 On highway improvement projects, the "Construction and Material Specifications of the Ohio Department of Transportation, with its revisions and supplementary specifications as noted in the plans unless otherwise specifically amended by Lucas County under" Special Provisions, shall constitute the Specifications for the Project.

1.4.2 Where two or more Specifications are named, the Bidder may furnish any one of those Specifications.

1.5 ALTERNATES OR EQUALS

See Specification Section included within this packet

1.5.1 Proposed alternates or equals to the stated Specifications may only be accepted pursuant to the following requirements:

1.5.1.1 If the Bidder proposes to use an article, device, material, equipment, form of construction, fixture or other item other than those Specifications named, the Bidder shall certify that the item is equal in quality, and all aspects of performance and appearance, to the Specifications specified.

1.5.1.2 If the Owner/Operator/Architect/Construction Manager approves the proposed alternate or equal as a Specification, the Owner/Architect/Construction Manager shall, no later than 72 hours prior to the bid opening, excluding Saturdays, Sundays and legal holidays, issue an Addendum to all Bidders.

1.5.1.3 If the Owner/Operator/Architect/Construction Manager finds the proposed alternate or equal is not acceptable, the Owner/Architect/Construction Manager shall respond to the Bidder in writing, no later than 72 hours prior to the bid opening, excluding Saturdays, Sundays and legal holidays, stating the reason for the rejection, which decision shall be final. The Owner/Architect/Construction Manager shall have the discretion to reject a proposed alternate or equal for the reason that the Bidder failed to provide sufficient information to enable the Owner/Architect/Construction Manager to evaluate the proposed alternate or equal without delay in the scheduled bid opening.

1.5.1.4 No consideration shall be given to any proposed alternate or equal unless submitted to the Owner/Architect/Project Manager no later than **September 26, 2012**.

1.6 BID FORM

- 1.6.1 Each bid shall be submitted on the Bid Form and sealed in an envelope clearly marked as a bid, indicating the Project name and number (if applicable), and the bid date, on the envelope. The wording of the Bid Form shall be used without change, alteration, or addition.
- 1.6.1.1 If the Bid Form is bound with other Contract Documents, it must be submitted as such, and may not be removed from the bound Contract Documents.
- 1.6.2 Any change, alteration or addition in the wording of the Bid Form may cause the bid to be rejected.
- 1.6.3 Unless the Bidder withdraws the bid as provided in Article 3 hereof, the Bidder shall be required to comply with all requirements of the Contract Documents, regardless of whether the Bidder had actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary opinion.
- 1.6.4 The Bidder shall fill in all blank spaces in the Bid Form in ink or typewritten and not in pencil.
- 1.6.4.1 “Not Applicable or N/A” must be used to fill spaces that are not applicable to the Bidder’s Bid.
- 1.6.5 The Bidder shall show all bid amounts *in both figures and words*.
- 1.6.5.1 *In the case of a conflict between the words and figures, the amount shown in words shall govern.*
- 1.6.5.2 *In the case where words and figures are not identical in form or amount, the amount shown in words, where such words are not ambiguous, shall govern. When the Bidder’s intention and the meaning of the words are clear, omissions or misspellings of words shall not render the words ambiguous*
- 1.6.6 Any alteration or erasure of the wording and/or figures of the Bid amount on the Bid Form shall be initialed by the Bidder.
- 1.6.7 Unless specified on the Bid Form, Alternates shall be considered as unsolicited; unsolicited alternate bids will not be considered in awarding this contract, and the inclusion of any such unsolicited alternates will result in a bid being considered informal and liable to rejection.
- 1.6.8 The Lucas County Board of Commissioners reserves the right to accept or reject any or all bids on Alternates, in whole or in part.
- 1.6.8.1 If no change in the bid amount is required, indicate “No Change or \$0 Dollars”.
- 1.6.8.2 A blank entry or an entry of No Bid, N/A, or similar entry on any Alternate will cause the bid to be rejected only if that Alternate is selected.

1.6.8.3 In a Combined Bid, a blank entry or an entry of No Bid, N/A, or similar entry on an Alternate will cause the bid to be rejected only if that Alternate applies to the Combined Bid and that Alternate is selected.

1.6.9 An officer or a principal of the corporation, partnership or sole proprietorship shall print or type the legal name of the business entity on the line provided and sign the Bid Form. All signatures must be original. The same procedure shall apply to the bid of a joint venture, except that the signature and title of an officer or a principal of each member firm of the joint venture shall be required.

1.6.10 The Bid Form of the Bidder with whom the Board of Lucas County Commissioners executes a Contract shall be incorporated into the Contract as if fully rewritten therein.

1.7 REQUIRED SUBMITTALS WITH BID FORM

1.7.1 The bid shall be rejected if the Bidder fails to submit the following submittals with the Bid Form in the sealed envelope:

1.7.1.1 A signed Bond for the full amount of the Bid, meeting the requirements of Section 153.54 to 153.57, Ohio Revised Code, OR a certified check payable to Lucas County Treasurer for ten (10%) percent of the full amount of the Bid;

1.7.1.2 Power of Attorney of the agent signing for the Surety.

1.7.1.3 Affidavits from SECTION A

1.7.1.4 Contractor Qualification Forms, restrictions, Certification and Submittals as per specification.

1.8 UNIT PRICES

1.8.1 When Unit Prices are requested on the Bid Form, the scheduled quantities listed are to be considered as approximate and are to be used for the comparison of bids only.

1.8.2 Unless otherwise specified in the Contract Documents, the Unit Prices set forth shall include all materials, equipment, labor, delivery, installation, overhead, profit and any other cost or expense, in connection with or incidental to, the performance of that portion of the Work to which the Unit Prices apply.

1.8.3 Where there is a conflict between the Unit Price and the extension thereof made by the Bidder, the Unit Price shall govern and the County is authorized to make a correct extension of such Unit Price shall be made and such corrected extension shall be used in comparing bids.

1.8.4 It is understood that the scheduled quantities of Work to be done and materials to be furnished may increase, decrease or be deleted entirely after execution of the Contract.

1.9 SUPPLEMENTAL UNIT PRICES

If specified in the Bid Documents, The Bidder shall furnish supplemental unit prices at the time of submitting the Bid; however, these supplemental unit prices shall not be included in the Bid amount.

1.10 RETURN OF BIDDING DOCUMENTS

1.10.1 The apparent lowest and best Bidder with whom the Board of Lucas County Commissioners intends to execute a contract may retain the Drawings and Specifications.

1.11 COPIES OF THE DRAWINGS AND SPECIFICATIONS

1.11.1 After award of the contract The County's Project Representative shall furnish to the Contractor, free of charge, the general bidding documents and one (1) complete set of Drawings and Specifications to maintain at the Project Site.

1.11.2 The Contractor may obtain additional copies or sepias of the Drawings and Specifications from the County's Project Representative, upon request, at the cost of reproduction, if any.

ARTICLE 2 - BID OPENING AND CONSIDERATION OF BIDS

2.1 DELIVERY OF BIDS

2.1.1 It is the responsibility of the Bidder to submit the bid to the Clerk of the Board of Lucas County Commissioners or his/her designee prior to the time scheduled for the bid opening, at the address specified in the "Invitation to Bid".

2.1.2 No bid shall be considered if it arrives after the time set for the bid opening, as determined by the Clerk of the Board or his/her designee.

2.1.3 If the bid envelope is enclosed in another envelope for the purpose of delivery, the exterior envelope shall be clearly marked as a bid with the Project Name and number (if applicable) and the bid date.

2.2 BID OPENING

2.2.1 Sealed bids will be received at the office designated in the Invitation to Bid until the time stated when all bids will be opened and read.

2.2.2 The public opening and reading of bids is for informational purposes only and is not to be construed as an acceptance or rejection of any bid submitted.

2.2.3 The contents of the bid envelope shall be a public record and open for inspection, upon receipt of a request, at any time scheduled after the bid opening.

2.3 BID OPENING EXTENSION

If any Addendum is issued within 72 hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, the bid opening shall automatically be extended one (1) week, with no further advertising required, pursuant to Section 153.12 of the Ohio Revised Code.

2.4 BID EVALUATION CRITERIA AND PROCEDURE

Please reference the Best Bid Criteria included within this Invitation to Bid.

2.5 REJECTION OF BID BY THE COUNTY

2.5.1 The County may reject any or all bids, in whole or in part, on any basis and without disclosure of a reason, and waive all informalities and technicalities. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful Bidder against the County.

2.5.2 The Bid of any Bidder who engages in collusive bidding shall be rejected. The County may reject the bid of any Bidder who has engaged in collusive bidding at any future bid opening.

2.5.4 If, in the opinion of the County, the award of the Contract to the lowest Bidder is not in the best interest of the County, the County may accept, in its discretion, another bid so opened or reject all bids, and advertise for other bids, pursuant to Section 153.09 of the Ohio Revised Code. Such advertisement will be for such time, in such form, and in such publications as may be directed by the County.

2.6 NOTICE OF AWARD

2.6.1 The County shall notify the apparent successful Bidder that upon satisfactory compliance with all conditions precedent for Contract execution (Article 5.4), within the time specified, the Bidder will be awarded a Contract.

2.6.2 The County reserves the right to rescind any Notice of Award if the County determines the Notice of Award was issued in error.

2.6.3 The Base Bid cost estimate for this Bid Package is **\$673,564**. No contract to which this section applies shall be entered into if the price of the contract, or, if the project involves multiple contracts where the total price of all contracts for the project, is in excess of ten percent above the entire estimate thereof, nor shall the entire cost of construction, reconstruction, repair, painting, decorating, improvement, alteration, addition, or installation including changes and estimates for architects or engineers, exceed in the aggregate the amount authorized by law.

Bid Package Base Bid Items Break-down:

Pre-Engineered Building \$673,564

ARTICLE 3 - WITHDRAWAL OF BID

3.1 WITHDRAWAL PRIOR TO BID OPENING

A Bidder may withdraw a bid after the bid has been received by the County, provided the Bidder makes a request in writing and the request is received by the County prior to the time of the bid opening, as determined by the employee of the County designated to open the bids.

3.2 WITHDRAWAL AFTER BID OPENING

3.2.1 In accordance with Section 9.31 of the Ohio Revised Code, a Bidder may withdraw a bid from consideration after the bid opening if the bid amount was substantially lower than the amounts of other bids, providing the bid was submitted in good faith, and the reason for the bid amount being substantially lower was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of Work, labor or materials made directly in the compilation of the bid amount.

3.2.2 Notice of a request to withdraw such a bid must be made in writing and filed with the County within two (2) business days after the bid opening.

3.2.3 If a bid is withdrawn under authority of paragraph 3.2.1, the County may award the Contract to the Bidder who submitted the next lowest and best Bid or reject all bids and advertise for other bids. In the event the County advertises for other bids, the withdrawing Bidder shall pay the costs, in connection with the rebidding, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, if the County finds that such costs would not have been incurred but for such withdrawal.

3.3 REFUSAL BY BIDDER TO PERFORM

In the event the County denies the claim for withdrawal and the Bidder elects to appeal or otherwise refuses to perform the Contract, the County may reject all bids or award the Contract to the next lowest and best Bidder, pursuant to Section 9.31 of the Ohio Revised Code.

3.4 PENALTY FOR WITHDRAWAL

3.4.1 No Bidder who is permitted by these General Conditions to withdraw a bid shall for compensation supply any material or labor to, or perform any subcontract or other work agreement for, the person to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn bid was submitted, without the written approval of the County, pursuant to Section 9.31 of the Ohio Revised Code.

3.4.2 Pursuant to Section 9.31 of the Ohio Revised Code, the person to whom the Contract was awarded and the withdrawing Bidder are jointly liable to the County in an amount equal to any compensation paid to or for the benefit of the withdrawing Bidder without such approval, in addition to the penalty provided for in Section 2913.31 of the Ohio Revised Code.

ARTICLE 4 - BID GUARANTY AND CONTRACT BOND

4.1 BID BOND

- 4.1.1 The Bidder must file with the bid a Bond, payable to Lucas County, in the form of either a signed Bond in the amount equal to 100% of the Bid; or a certified check, cashier's check or money order equal to ten (10) percent of the Bid.
- 4.1.1.1 If chosen, the certified check, cashier's check or money order must be drawn on a solvent bank or savings and loan association.
- 4.1.2 The Bond shall serve as an assurance that the Bidder will, upon acceptance of the bid, comply with all conditions precedent for Contract execution, within the time specified by the County.
- 4.1.3 If the blank line on the Bond form is not filled in, the penal sum will be the full amount of the Base Bid plus added Alternates. If the blank line is filled in, the amount must be stated in dollars.
- 4.1.4 The Bond must be signed by an authorized agent, with Power of Attorney, from a Surety. The Bond must be issued by a Surety authorized by the Department of Insurance to transact business in Ohio.
- 4.1.5 The requirements of Section 3905.41 of the Ohio Revised Code may be applicable to require the Bond to be countersigned by an Ohio residual agent. The Bidder shall determine the applicability of this provision.
- 4.1.6 In every case where a Bond is required, should any Surety thereon, in the opinion of the County, become unacceptable as a Surety at any time prior to the completion of the Project and acceptance of the Work, the Contractor shall promptly furnish a replacement Surety that is acceptable to the County.
- 4.1.7 Bonds or checks will be returned to all unsuccessful Bidders upon execution of the Contract or within sixty (60) days after the bid opening, whichever is soonest.

4.2 BOND FORFEITURE

- 4.2.1 If for any reason other than as authorized in paragraph 3.2.1 the Bidder fails to enter into a Contract, and the County awards the Contract to the next lowest and best Bidder, the Bidder who failed to enter into a Contract shall be liable to the County for a penal sum not to exceed ten (10) percent of the bid guaranty and contract bond, or the full amount of the certified check, cashier's check, or money order.
- 4.2.2 If the County then awards a Contract to such next lowest and best Bidder and such Bidder also fails or refuses to enter into a contract, the liability of such next lowest and best Bidder shall be the amount of the difference between the bid amounts of such next lowest and best Bidder and the third lowest and best Bidder, but not in excess of the liability specified in paragraph 3.2.3. Liability on account of an award to any lowest and best Bidder beyond the third lowest and

best Bidder shall be determined in like manner, pursuant to Section 153.54 of the Ohio Revised Code.

- 4.2.3 If the County does not award the contract to the next lowest and best Bidder but resubmits the Project for bidding, the Bidder failing to enter into the contract shall be liable to the County for a penal sum not to exceed ten (10) percent of such Bidder's bid amount or the costs in connection with the resubmission, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less, pursuant to Section 153.54 of the Ohio Revised Code.

4.3 PERFORMANCE BOND

- 4.3.1 If the Bidder enters into a contract, and had previously provided either a money order, cashier's check, or certified check with their Bid, then at the time of signing the Contract the Bidder shall be required to provide a Bond meeting the requirements of Section 153.54(C) of the Ohio Revised Code. Upon receipt of the Bond, the County shall return the check or money order to the Bidder.
- 4.3.2 The Bond shall be in the full amount of the contract to indemnify the County against all direct and consequential damages suffered by failure of the Contractor to perform according to the provisions of the contract and in accordance with the plans, details, specifications and bills of material therefore and to pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed or materials furnished in carrying forward, performing or completing the contract.

ARTICLE 5 - CONTRACT AWARD AND EXECUTION

- 5.1 The award and execution of the contract is based upon the expectation that the lowest and best Bidder will comply with all conditions precedent for contract execution within ten (10) days of the date of the Notice of Award.
- 5.2 Noncompliance with the conditions precedent for contract execution within ten (10) days of the date of the Notice of Award shall be cause for the County to cancel the Notice of Award and award the contract to the next lowest the time for submitting the conditions precedent for contract execution for good cause shown. No extension shall operate as a waiver of the conditions precedent for contract execution.
- 5.3 Pursuant to Section 153.12 of the Ohio Revised Code, the failure to award and execute the contract within sixty (60) days of the bid opening invalidates the entire bid process and all bids submitted, unless the time is extended by written consent of the Bidder whose bid the County has accepted, and concurrence of the County with such extension.
- 5.3.1 If the contract is awarded within sixty (60) days of the bid opening, any increases in material, labor and subcontract costs shall be borne by the Bidder without alteration of the amount of the bid.

- 5.3.2 If the cause of the failure to execute the contract within sixty (60) days of the bid opening is due to matters for which the County is solely responsible, the Contractor shall be entitled to a Change Order authorizing payment of verifiable increased costs in materials, labor or subcontracts.
- 5.3.3 If the cause of the failure to execute the contract within sixty (60) days of the bid opening is due to matters for which the Contractor is responsible, no request for increased costs will be granted.

5.4 CONDITIONS PRECEDENT FOR EXECUTION OF CONTRACT

- 5.4.1 Performance Bond; to support the Bond, a Certificate of Compliance issued by the Department of Insurance, showing the Surety is licensed to do business in Ohio;
- 5.4.2 Current Ohio Workers Compensation Certificate;
- 5.4.3 Certificate of Compliance with Affirmative Action Programs, issued pursuant to Section 9.47 of the Ohio Revised Code;
- 5.4.4 Certificate of Insurance (ACORD form is acceptable) and copy of additional insured endorsement.
 - 5.4.4.1 The County reserves the right to request a certified copy of the Contractor's insurance policies.
- 5.4.5 If the Bidder is a foreign corporation, i.e., not incorporated under the laws of the State of Ohio, a Certificate of Good Standing from the Secretary of State showing the right of the Bidder to do business in the State of Ohio
- 5.4.6 A copy of the Bidder's site specific safety plan addressing any of the following that are applicable to the Project:
 - 5.4.6.1 Confined Space Entry
 - 5.4.6.2 Trenching and/or Excavating
 - 5.4.6.3 Traffic Control
 - 5.4.6.4 Hazard Communication / Material Safety Data Sheets
 - 5.4.6.5 Lockout / Tagout
 - 5.4.6.6 Fire Prevention Plan for "Hot Work" such as welding, cutting or torching
 - 5.4.6.7 Fall Protection Plan and/or Scaffolding safety Plan

5.4.6.8 The County assumes no responsibility for either the completeness or the effectiveness of the Contractor's written safety plans.

5.5 The County shall issue the Contractor a Notice of Commencement which shall establish the date for commencement of the Project time. The Contractor shall, within ten (10) days of the date of the Notice of Commencement unless they have been previously submitted with the Bid, furnish the County's Project Representative with the following submittals;

Schedule of work;

Preliminary schedule of Shop Drawings and Submittals;

Subcontractor Declaration and Qualifications;

Manufacturer Declaration;

Outline of Qualifications of Proposed Superintendent and Foreman Registrations and Certifications for tradesmen.

5.6 The Contractor shall, within ten (10) days of the date of the Notice of Commencement, provide the County's Prevailing Wage Coordinator with a schedule of dates during the term of the contract on which wages will be paid to employees for the Project.

SECTION E - GENERAL CONDITIONS

**GENERAL CONDITIONS OF THE CONTRACT FOR THE CONSTRUCTION OF THE NEW ROAD
MAINTENANCE BUILDING**

(REV. DATE 02-04-09)

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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1

DEFINITIONS AND CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 Definitions. In addition to other terms defined throughout these General Conditions, as used in these General Conditions, the following terms shall have the meanings indicated below:

"Addenda" shall mean written or graphic instruments issued by Architect that modify or interpret the Contract Documents by addition, deletion, clarification or correction.

"Adjacent Properties" shall mean all lands adjoining and surrounding the Site, including streets, sidewalks, bridges and buildings adjoining the Site.

"Agreement" shall mean the executed trade contract agreement between Owner and Contractor relating to the Work, as the same may be amended from time to time pursuant to the terms thereof.

"Allowances" shall mean items of Work, if any, that Owner agrees are not detailed enough for Contractor to provide a definitive price.

"Applicable Laws" shall mean any applicable law, enactment, statute, code, ordinance, charter, resolution, order, rule, regulation, guideline, authorization, or other direction or requirement of any Governmental Authority enacted, adopted, promulgated, entered or issued (including the requirements of the ADA relating to the Project).

"Application for Payment" shall mean certified request for payment for completed portions of the Work in the form required by the Contract Documents.

"Architect" shall mean The Collaborative, Inc., or any successor entity designated in writing by Owner to act as architect for the Project.

"As-Built Drawings" shall mean the Drawings revised to show the "as-built" condition of the Project and other changes made during the construction process.

"Change Order" shall mean a written instrument signed by Owner or Owner's authorized agent, Architect, Contractor and Construction Manager issued after the execution of the Contract Documents authorizing a change in the scope of the Work, the Contract Sum or the Construction Schedule.

"Claim" shall mean any claim, demand or assertion as a matter of right for a change in the Contract Sum, extension of time or other relief with respect to any of the terms of the Contract Documents.

"Construction Schedule" shall mean the construction schedule prepared by Construction Manager and included in the Contract Documents.

"Contract Documents" or "Contract" shall mean: (a) the Agreement, (b) these General Conditions of the Contract, (c) the Drawings, (d) the Specifications, (e) the Construction Schedule, (f) all Addenda issued prior to execution of the Contract and (g) all Modifications issued after execution of the Contract. The Contract Documents do not include Bidding Documents such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, Contractor's Bid or portions of Addenda relating to any of these, or any other documents unless specifically enumerated in the Agreement.

"Contract Time" shall mean the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

"Construction Manager" shall mean The Lathrop Company, Inc. or any successor entity designated in writing by Owner to act as construction manager for the Project.

"Contractor" shall mean any entity performing Work pursuant to its Agreement with Owner.

"Defective Work" shall mean any Work that does not comply with the requirements of the Contract Documents.

"Deficiency List" shall mean, at any time, the list of incomplete Work and Work requiring repair or replacement prepared by Architect, and approved by Owner, upon written notification from Construction Manager to Owner and Architect that a particular Contractor's Work is completed.

"Drawings" shall mean the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

"Final Completion" or "finally complete" shall mean the stage in the progress of the Work when the Work is completed in accordance with the terms of the Contract Documents and Construction Manager and each Contractor has satisfied all of its obligations under the Contract Documents, including (i) all Governmental Authorities have given final, written approval of the entire Project, (ii) a final unconditional certificate of occupancy has been granted and issued to Owner by the appropriate Governmental Authorities, and (iii) all Punch List items have been completed or corrected.

"Force Majeure" mean an act of God, fire, tornado, lightning, hurricane, flood, earthquake, explosion, war (whether declared or undeclared), terrorism, embargoes, quarantines, epidemics, civil disturbance, unavoidable casualties, unusual delays in deliveries, region-wide shortage of materials, named storms, unusually severe weather that is abnormal for the time of year or (not Project-specific) labor strikes or disturbances. Inability by a Party to make a payment as required by the Contract Documents shall not be an event of Force Majeure even if the underlying cause would otherwise qualify as Force Majeure.

"General Conditions" shall mean these General Conditions of the Contract for Construction.

"Governmental Authority" shall mean any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court agency, or any instrumentality of any of them having jurisdiction with respect to the Work, the Project or the Site.

"Hazardous Materials" shall mean any hazardous waste, toxic substance, asbestos containing material, petroleum product, or related materials including substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9061 *et seq.*; Hazardous Materials Transportation Act, as amended, 49 U.S.C. Sec. 1802 *et seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sec. 6901 *et seq.*; and the corresponding regulations (as amended) issued pursuant to these acts.

"Modification" shall mean (a) a written amendment to the Agreement signed by Owner and Contractor, (b) a Change Order or (c) a written order for a minor change in the Work issued by Construction Manager pursuant to Article 12: Changes in Work hereof.

"Owner" shall mean Lucas County Board of Commissioners.

"Product Data" shall mean illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate a material, product or system for some portion of the Work.

"Project" shall mean the total construction of the New Road Maintenance Building as described in the Contract Documents, for which the Work performed under the Contract Documents may be the whole or a part.

"Punch List" shall mean the list initially prepared by Contractor (as approved by Architect, Construction Manager and Owner) containing minor items of incomplete Work not impacting Substantial Completion and to be completed and/or corrected after Substantial Completion.

"Samples" means natural materials, fabricated items, equipment, devices, appliances or parts specified in the Contract Documents, and any other Samples as may be required by Architect to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc. proposed by Contractor conform to the required characteristics of the various portions of the Work.

"Schedule of Values" shall mean the statement furnished by Contractor, and approved by Construction manager, reflecting the portions of the Contract Sum allocated to the various portions of the Work and, when approved by the Team and Architect, used as the basis for reviewing Applications for Payment.

"Shop Drawings" shall mean drawings, diagrams, illustrations, schedules, performance charts, and other data specifically prepared for the Project by Contractor or any Subcontractor, manufacturer, Supplier or distributor, and then reviewed by Construction Manager for completeness and correctness, which illustrate how specific portions of the Work shall be fabricated and/or installed.

"Site" shall mean the property located in Holland, Ohio at 1049 South McCord Road.

"Specifications" shall mean that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

"Subcontract" shall mean any contract or agreement between Contractor and a Subcontractor for performance of a portion of the Work.

"Subcontractor" shall mean a person or entity who has a direct contract with Contractor to perform any of the Work (including, equipment leases and material purchase agreements). The term Subcontractor includes Suppliers and Materialmen.

"Submittal Schedule" shall mean a schedule for submitting Shop Drawings, Project Data, and Samples agreed upon by Owner and Construction Manager.

"Substantial Completion" or "substantially complete" shall mean the entire Work (or separable units or phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents, such that the entire Work is ready for opening to the general public and occupancy or use by Owner, excluding completion of the Excluded Scope and all items or elements of Work that depend for their completion upon the completion by Owner of the Excluded Scope. A minor amount of Work, such as completion of items not materially affecting the foregoing, installation of minor accessories or items, a minor amount of painting, minor replacement of Defective Work, minor adjustment of controls or sound systems, or completion or correction of exterior work that cannot be completed due to weather conditions, will not delay determination of Substantial Completion. For purposes of Substantial Completion, specified areas of the entire Work or Project may be individually judged as substantially complete. In no event shall Substantial Completion be deemed to have occurred unless (i) a temporary Certificate of Occupancy has been issued by the appropriate Governmental Authorities, unless it is withheld for reasons not the fault of Contractor, and (ii) all Work shall have been approved and accepted by Architect (including any Work contained on a Deficiency List previously issued), subject only to the Punch List items.

"Substitution" shall mean any substitute product or process other than that specified in the Contract Documents that completely fulfills the requirements of the Contract Documents and for which exceptions are agreed to in writing by Owner.

"Supplier" or "Materialman" shall mean a person or entity who has an agreement with Contractor or its Subcontractors or Sub-subcontractors to supply by sale or lease, directly or indirectly, any materials or equipment for the Work.

"Work" shall mean the furnishing of all materials, labor, detailing, layout, equipment, supplies, plants, tools, scaffolding, transportation, temporary construction, superintendence, demolition, and all other services, facilities and items, reasonably necessary for the full and proper performance and completion of the construction requirements set forth in the Contract Documents, and items reasonably inferable therefrom, whether provided or to be provided by Contractor or a Subcontractor, or any other entity for whom Contractor is responsible, and whether or not performed or located on or off of the Site.

1.1.2 As the context of these General Conditions may require, terms in the singular shall include the plural (and vice versa) and the use of feminine, masculine or neuter genders shall include each other. Wherever the word "including" or any variation thereof, is used herein, it shall mean "including, without limitation," and shall be construed as a term of illustration, not a term of limitation. Wherever the word "or" is used herein, it shall mean "and/or".

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 Execution of the Contract by Contractor is a representation that Contractor has visited the Site, become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the Contract Documents.

1.2.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The Work shall include not only work that is expressly set forth in the Contract Documents, but also any work that is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.3 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.4 No responsibility is assumed by Owner, Construction Manager or Architect for defining the limits of any Contractor's work or the work of any trade by reason of the arrangement of the Specifications and/or the Drawings.

1.2.5 If there is any inconsistency in the quality or quantity of work required under the Contract Documents, Contractor shall (1) immediately bring such inconsistency to the attention of Construction Manager (as soon as Contractor discovers the inconsistency) and (2) provide the better quality or greater quantity of work or materials, unless otherwise ordered in writing by Architect or Owner through Construction Manager.

ARTICLE 2 ADMINISTRATION OF THE CONTRACT

2.1 ARCHITECT

2.1.1 All communications, directives, instructions, interpretations and actions required of Architect shall be issued or taken only by or through the individual identified as Architect in the Contract or Architect's authorized representative. Copies of all inquiries of Architect and the responses thereto shall be provided to Construction Manager by Architect and by Contractor.

2.1.2 The authorized representative of Architect may be one or more representatives designated in writing by Architect and authorized to perform the duties and carry out the responsibilities of Architect at the Site.

2.2 CONSTRUCTION MANAGER

2.2.1 The authorized representative of Construction Manager may be one or more representatives designated in writing by Construction Manager and authorized to perform the duties and carry out the responsibilities of Construction Manager at the Site.

2.3 ADMINISTRATION OF THE CONTRACT

2.3.1 Architect and Construction Manager will provide administration of the Contract as hereinafter described.

2.3.2 Construction Manager, acting on behalf of Owner as Owner's agent, shall have the right to administer and enforce the Contract Documents and control the performance of the Work of Contractor, including the right, as appropriate, to notify Contractor's surety of any default of such Contractor and notice to the appropriate surety. Construction Manager shall have the authority to direct the Work of Contractor. All instructions to Contractor, and all communications to Owner or Architect, shall be forwarded through Construction Manager.

2.3.3 Construction Manager will endeavor to obtain satisfactory performance from each of Contractors, determine in general that the Work of Contractor is being performed in accordance with the Contract Documents, and will endeavor to guard Owner against defects and deficiencies in the Work of Contractor. Construction Manager will be Owner's day-to-day representative at the Site with whom Contractor may consult and through whom Contractor shall obtain all instructions and actions required of Owner and/or Architect by the Contract Documents. Construction Manager, with Architect, will keep Owner informed of the progress of the Work and will be Owner's advisor concerning all instructions and actions requested of Owner during the course of the Work. Construction Manager shall have the authority to require additional inspections or tests of the Work if reasonably necessary whether or not such Work is fabricated, installed or completed.

2.3.4 Architect will visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an Architect, Architect will keep Owner informed of the progress of the Work and will guard Owner against defects and deficiencies in the Work of Contractor.

2.3.5 Architect and Construction Manager shall at all times have access to the Work wherever it is in preparation and progress. Contractor shall provide facilities for such access so that Architect and Construction Manager may perform their functions under the Contract Documents.

2.3.6 Construction Manager will review and approve schedules for construction to be prepared and submitted by Contractor in accordance with the Contract Documents, and will monitor performance of the Work by Contractor so as to advise Owner as to Contractor's compliance with its schedules for performance of the Work. Construction Manager will schedule and coordinate the Work of separate contractors on the Project, including their use of the Site, and Contractor shall cooperate with Construction Manager in connection with such scheduling and coordination.

2.3.7 Construction Manager will review all Applications for Payment by Contractor, including final payment, and will assemble them with similar applications from other contractors on the Project into a combined Project Application for Payment. Construction Manager will then make recommendations to Owner for payment. No payment will be made to any Contractor without the prior written approval of the Construction Manager.

2.3.8 Based on Architect's observations, the recommendations of Construction Manager and an evaluation of the Project Application for Payment, Architect will determine the amount owing to Contractor and make recommendations for payment as provided in Paragraph 9.4 hereof.

2.3.9 Architect will be the interpreter of the requirements of the Contract Documents. Either party to the Agreement may make written request to Architect through Construction Manager for interpretations necessary for the proper execution or progress of the Work. All requests for information by Contractor shall be submitted in good faith and shall contain Contractor's proposed solution to the request.

2.3.10 All interpretations of Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in graphic form.

2.3.11 Architect will have authority to reject Work that does not conform to the Contract Documents, and to require special inspection or testing, but will take such action only after consultation with Construction Manager. Construction Manager will have the authority to reject Work that does not conform to the Contract Documents. Neither Architect's nor Construction Manager's authority to act under this Subparagraph 2.3.11 hereof, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of Architect or Construction Manager to Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

2.3.12 Construction Manager will receive from Contractor and review all Shop Drawings, Product Data and Samples, coordinate them with information contained in related documents, and transmit to Architect those recommended for approval.

2.3.13 Architect will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.3.14 Following consultation with Construction Manager, Architect will take appropriate action on Change Orders in accordance with Article 12 hereof, and will have authority to order minor changes in the Work as provided in Subparagraph 12.3.1 hereof.

2.3.15 Construction Manager will assist Architect in conducting inspections to determine the dates of Substantial Completion and Final Completion, and will receive and forward to Owner for Owner's review written warranties and related documents required by the Contract Documents and assembled by Contractor. In connection with certifying completion of the Work, it is anticipated that Architect shall make an initial visit and one re-inspection. If, after making such re-inspection, Architect, after consultation with Construction Manager, determines that the Work is not substantially complete or finally complete (as the case may be) or that previously scheduled punch list work has not been completed, then Contractor shall pay (without reimbursement from Owner) for any costs and expenses incurred in connection with such additional inspections, including, without limitation, compensating Architect for additional services rendered in connection with the performance of such additional inspections.

2.3.16 The duties, responsibilities and limitations of authority of Architect and Construction Manager as Owner's representatives during construction as set forth in the Contract Documents, will not be modified or extended without written consent of Owner, Architect and Construction Manager.

2.3.17 In no event shall any act or omission on the part of Construction Manager or Architect relieve Contractor from its obligation to perform the Work in full compliance with the Contract Documents.

ARTICLE 3

OWNER

3.1 DEFINITION

3.1.1 Owner is the person or entity identified as such in the Agreement. The term Owner means Owner or Owner's Project Rep.

3.2 INFORMATION AND SERVICES REQUIRED OF OWNER

3.2.1 Upon request of Contractor, Owner shall furnish all surveys describing the physical characteristics, legal limitations and utility locations for the Site, and a legal description of the Site, all to the extent necessary for proper performance of the Work. Contractor shall review all such materials submitted by Owner and notify Construction Manager within seventy-two (72) hours of any inaccuracies or inconsistencies which Contractor should discover with the exercise of due care. Contractor waives any right to recover damages from any such inaccuracy or inconsistency if it fails to notify Construction Manager as and when required.

3.2.2 Owner shall secure and pay for necessary easements required for the construction.

3.2.3 Upon request of Contractor, information or services under Owner's control, and reasonably required for proper performance of the Work, shall be furnished by Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.4 Owner shall forward all instructions to Contractor through Construction Manager, with simultaneous notification to Architect.

3.3 OWNER'S RIGHT TO STOP THE WORK

3.3.1 If Contractor fails to correct defective Work as required by Paragraph 13.2, fails to carry out the Work in accordance with the Contract Documents or fails to comply with the Contract Documents in any respect, Owner or Construction Manager may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner or Construction Manager to stop the Work shall not give rise to any duty on the part of Owner or Construction Manager to exercise this right for the benefit of Contractor or any other person or entity. Owner's or Construction Manager's exercise of its right to stop the Work shall not relieve Contractor of any of its responsibilities and obligations under or pursuant to the Contract Documents.

3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

3.4.1 If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails, within forty-eight (48) hours after receipt of written notice from Owner or Construction Manager, to commence and continue correction of such default or neglect with diligence and promptness, Owner or Construction Manager may, after such forty-eight (48) hour period, and without prejudice to any other remedy Owner may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation for Architect's and Construction Manager's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to Owner.

3.5 ADDITIONAL RIGHTS

3.5.1 The rights stated in Article 3 shall be in addition to and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

4.1.1 Contractor is the person or entity identified as such in the Agreement. The term Contractor means Contractor or Contractor's authorized representative.

4.2 REVIEW OF THE CONTRACT DOCUMENTS

4.2.1 Contractor shall carefully study and compare the Contract Documents and shall at once report to Architect and Construction Manager any error, inconsistency or omission or any variance from Applicable Laws that may be discovered.

4.2.2 In event of errors, inconsistencies or omissions in the Contract Documents, Contractor shall not proceed with the affected portions of the Work until Contractor has requested and received written interpretation with respect thereto from Architect. Requests for interpretation shall not become a reason for an extension of time. In the event Contractor proceeds with Work involving an error, inconsistency or omission in the Contract Documents prior to receipt of a clarification thereof requested from Architect, or knowing that an error, inconsistency or omission exists, nonetheless, proceeds with Work without requesting such interpretation, Contractor shall, at no additional cost to Owner, correct Work performed, and/or furnish and install Work that may be required in

accordance with the Contract Documents as determined by Architect.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures; and shall coordinate all portions of the Work under the Contract, subject to the overall coordination of Construction Manager.

4.3.2 Contractor shall be responsible to Owner and Construction Manager for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and any other persons performing any of the Work under a contract with Contractor, or claiming by, through or under Contractor, for all damages, losses, costs and expenses resulting from such acts or omissions.

4.3.3 Contractor shall not be relieved from Contractor's obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of Construction Manager or Architect in their administration of the Contract, or by inspections, tests or approvals required or performed by persons other than Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.4.2 Contractor shall use good faith efforts to encourage participation in the Project by small business, minority business and female business enterprises.

4.4.3 Contractor shall at all times enforce strict discipline and good order among Contractor's employees and shall not employ on the Work any unfit person (including, without limitation, any employee who reports for work under the influence of alcoholic beverages or drugs, who drinks alcoholic beverages or uses drugs on the Site) or anyone not skilled in the task assigned them.

4.4.4 Contractor shall promptly provide a list of all products proposed for installation, including the name of the manufacturer of each, for approval by Architect and Construction Manager. The list shall be tabulated by, and be complete for, each Specification section, and shall show the names of Subcontractors providing or installing such products. If the above information is requested prior to commencement of the Work, then (a) Owner may delay issuing its notice to proceed with the Work, or (b) Contractor shall not commence with the Work, until the information is provided in accordance with the above, and Contractor shall bear all costs and expenses associated with such delay. If the above information is requested by Owner after commencement of the Work, then Architect shall not approve Contractor's Certificate of Payment until the information is provided in accordance with the above.

4.4.5 The materials, products and equipment described in the Contract Documents establish a standard, required function, size, type, appearance and/or quality to be met by any proposed substitution. Should Contractor wish to substitute a product by another manufacturer, Contractor shall submit a written request to Construction Manager and follow the procedures set forth in the Contract Documents.

4.5 WARRANTY

4.5.1 Contractor warrants to Owner, Architect and Construction Manager that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all Work will be of first quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be deemed defective. If required by Owner, Architect or Construction Manager, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

4.6.1 Equipment and materials incorporated into the Project are exempt from sales, use and manufacturers' excise taxes. Tax exemption certificates shall be furnished to Contractor by Owner. The Contract Sum shall be exclusive of all exempt taxes.

4.7 PERMITS, FEES AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, Owner, by or through Architect or Construction Manager, shall secure and pay for the general building permit and Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work that are customarily secured after execution of the Contract and that are legally required, or should reasonably have been anticipated, at the commencement of the Work.

4.7.2 Contractor shall give all notices and comply with all Applicable Laws bearing on the performance of the Work. If Contractor observes that any of the Contract Documents are at variance therewith in any respect, Contractor shall promptly notify Architect and Construction Manager in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.3 If Contractor performs any Work that it knows or reasonably should have known to be contrary to any Applicable Laws, and without prompt notice to Architect and Construction Manager, Contractor shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.8 ALLOWANCES

4.8.1 Contractor shall include in the Contract Sum all Allowances stated in the Contract Documents. Items covered by these Allowances shall be supplied for such amounts and by such persons as Construction Manager may direct, but Contractor will not be required to employ persons against whom Contractor makes a reasonable objection.

4.8.2 Unless otherwise provided in the Contract Documents:

- (1) these Allowances shall cover the cost to Contractor, less any applicable trade discount, of the materials and equipment required by the Allowance, delivered at the Site, and all applicable taxes;
- (2) Contractor's costs for unloading and handling on the Site, labor, installation costs, overhead, profit and other expenses contemplated for the original Allowance shall be included in the Contract Sum and not in the Allowance; and
- (3) Whenever the cost is more or less than the Allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the Site, labor, installation costs,

overhead, profit and other expenses.

4.9 SUPERINTENDENT

4.9.1 Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Site during the progress of the Work. The superintendent shall be satisfactory to Construction Manager. Contractor shall not replace the superintendent without the prior written consent of Construction Manager, unless the superintendent ceases to be in its employ. The superintendent shall represent Contractor and all communications given to the superintendent shall be as binding as if given to Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.10 CONTRACTOR'S CONSTRUCTION SCHEDULE

4.10.1 At the times and in the manner required by the Contract Documents, Contractor shall prepare and submit for the approval of Construction Manager and Architect all schedules required by the Contract Documents. Contractor's Construction Schedule shall be revised only as permitted by the Contract Documents.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 Contractor shall maintain at the Site, on a current basis, one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to Architect and Construction Manager. Contractor shall advise Construction Manager on a current basis of all changes in the Work made during construction.

4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.12.1 Shop Drawings shall establish the actual detail of all manufactured or fabricated items; indicate proper relation to adjoining work; amplify design details in proper relation to physical spaces in the structure; and incorporate minor changes of design or construction to suit actual conditions. The term "manufactured" applies to standard units usually mass produced, and the term "fabricated" applies to items specifically assembled or made out of selected materials to meet individual design requirements.

4.12.2 Contractor shall promptly submit all Shop Drawings and Samples as to cause no delay in the Work. Contractor shall submit all Shop Drawings and Samples through Construction Manager for Architect's review. Review by Architect shall not relieve Contractor from its responsibility in preparing and submitting adequate and accurate Shop Drawings and Samples. By submitting Shop Drawings and Samples, Contractor represents and warrants that it has determined and verified all materials, field measurements, and field construction criteria pertaining thereto, and has checked and coordinated this information with the Work and the Contract Documents. Any submission which, in Architect's opinion is incomplete, contains numerous errors or has not been checked or only checked superficially, will be returned unreviewed by Architect for resubmission by Contractor.

4.12.3 In reviewing Shop Drawings, Architect need not verify dimensions and field conditions. Architect will review Shop Drawings and Samples only for conformance with the design concept of the Work and for general detailing. Architect's review shall not be construed as a complete check nor shall it relieve Contractor from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents, unless Contractor has, in writing, specifically called Architect's attention to each specific

deviation at the time of submission. Nor shall Architect's review relieve Contractor from responsibility for errors in Shop Drawings or for proper fitting of the Work.

4.12.4 Shop Drawings must be properly identified with the name of the Project and dated. Submission must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item, and stating qualifications, departures or deviations, if any, from the Contract Documents. Shop drawings, for each portion of the Work, shall be numbered consecutively and the numbering system shall be retained throughout all revisions. Each drawing shall have a clear space for the stamp of Architect.

4.12.5 Contractor shall submit prints of each shop drawing as requested by Construction Manager, and such other drawings as required under the various sections of the Specifications until final approval by Architect is obtained. Contractor shall submit copies in number as requested by Construction Manager of manufacturers' descriptive data, drawings, and literature for materials, equipment and fixtures, including catalog sheets, showing dimensions, performance characteristics and capacities; wiring diagrams and controls; schedules; and other pertinent information as required or requested.

4.12.6 Contractor shall make any corrections required by Architect and shall resubmit corrected Shop Drawings or new Samples until approved. Contractor shall direct specific attention in writing to revisions other than the corrections requested by Architect.

4.12.7 No portion of the Work requiring a shop drawing or sample submission shall be commenced until the submission has been approved in writing by Architect. All such portions of the Work shall be in accordance with Architect's approved Shop Drawings and Samples.

4.12.8 If a considerable range of color, graining texture or other characteristic may be anticipated in finished products, a sufficient number of Samples of the specified materials shall be furnished by Contractor to indicate the full range of such characteristics which will be present in the finished products; and such products delivered or erected without submittal and approval of full range Samples shall be subject to rejection. Except for range Samples, and unless otherwise called for in the Specifications, Samples shall be submitted in duplicate. All Samples shall be marked, tagged or otherwise properly identified with the name of Contractor, the name of the Project, the purpose for which the Samples are submitted and the date, and shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number or drawing number for which the sample is submitted.

4.13 USE OF SITE

4.13.1 Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Contract Documents, and as directed by Owner or Construction Manager so as to avoid unreasonably encumbering the Site with materials and equipment and so as to avoid unreasonably interfering with the conduct of business on and within Adjacent Properties.

4.13.2 Contractor shall coordinate all of Contractor's operations with, and secure approval from, Construction Manager before using any portion of the Site.

4.13.3 All Work required by the Contract Documents shall be conducted in such manner as to cause as little interference with the continuous conduct of business on and within Adjacent Properties as is possible, and in such manner as will reduce to a minimum any inconvenience to those occupying such Adjacent Properties,

their patrons, employees and other invitees.

4.13.4 Contractor shall be wholly responsible for all storage and safekeeping of its tools, equipment and materials at all times.

4.13.5 Contractor shall carefully examine the Site and shall be presumed to be familiar with all general and local conditions of the Site that may in any way affect the Work.

4.13.6 Signs, placards, posters, or other advertising material will not be allowed on any part of the Site without the prior written permission of Owner.

4.14 CUTTING AND PATCHING OF WORK

4.14.1 Contractor shall be responsible for all cutting, fitting or patching necessary for installation of the Work or to make its parts fit together properly.

4.14.2 Contractor shall not damage or endanger any portion of the Work, the existing improvements, or the work of Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. Contractor shall not cut or otherwise alter the work of Owner or any separate contractor except with the written consent of Owner and of such separate contractor. Contractor shall not unreasonably withhold from Owner or any separate contractor consent to cutting or otherwise altering the Work.

4.15 CLEANING UP

4.15.1 Contractor shall at all times keep all areas affected by the Work free from accumulation of waste materials or rubbish caused by Contractor's operations. Contractor shall thoroughly wash and clean all glass and mirror surfaces, and shall leave the Work neat and broom clean. Contractor shall clean up after its operation daily by removing rubbish, including old and surplus materials. Contractor shall use its best efforts to prevent dust. Contractor shall be responsible for the overall cleanliness and neatness of Work.

4.15.2 If Contractor fails to maintain or clean up at the completion of the Work as specified, Construction Manager may do so after two (2) days' notice to Contractor, with the cost paid by Contractor.

4.16 ROYALTIES AND PATENTS

4.16.1 Contractor shall pay all royalties and license fees, shall defend all suits or claims for infringement of any patent rights and shall save Owner and Construction Manager harmless from loss on account thereof, except that Owner, or Construction Manager, as the case may be, shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is selected by such person or such person's agent. If Contractor, or a Subcontractor, as the case may be, has reason to believe that the design, process or product selected is an infringement of a patent, that party shall be responsible for such loss unless such information is promptly given to the others and also to Architect.

4.17 INDEMNIFICATION

4.17.1 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, Architect, Construction Manager and the principals, lenders, officers, directors, agents and employees of each of them from and

against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees and costs for defending any action) to the extent arising out of or resulting from: the performance of the Work; the failure of Contractor to perform its obligations or undertakings as stated in the Contract Documents; the inaccuracy of any representation or warranty of Contractor contained in the Contract Documents; failure of Contractor or those acting under Contractor to conduct the Work in accordance with Applicable Laws; any intentional or negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligations of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.17, nor shall the foregoing be deemed in any way to be released, waived or modified in any respect by reason of any insurance or bond provided by Contractor pursuant to the Contract Documents.

4.17.2 In any and all claims against Owner, Architect, Construction Manager or any of their agents or employees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.17 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.17.3 In the event that any party is requested but refuses to honor its indemnity obligations hereunder, then the party refusing to honor such request shall, in addition to other obligations, pay the cost of bringing such action to enforce indemnity obligations, including, but not limited to, attorneys' fees and costs for prosecuting any action, to the party requesting indemnity.

4.18 JOB RECORDS

4.18.1 At all times pertinent, Contractor shall maintain job estimates, payment records, payroll records, job meeting minutes, daily report logs, diaries, subcontracts, and payments thereunder, all of which shall be available to Owner upon reasonable request for Owner's review.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

5.1.1 The term Subcontractor means a Subcontractor or a Subcontractor's authorized representative.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the Site. The term Sub-subcontractor means a Sub-subcontractor or an authorized representative thereof.

5.1.3 Nothing contained in the Contract Documents shall create any contractual relation between Owner or Architect and any Subcontractor or Sub-subcontractor.

5.2 AWARDS OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise required by the Contract Documents or the Bidding Documents, Contractor, as soon as practicable after the award of the Contract, shall furnish to Construction Manager in writing for review by Owner, Architect and Construction Manager, the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. Construction Manager will promptly reply to Contractor in writing stating whether or not Owner, Architect or Construction Manager, after due investigation, has reasonable objection to any such proposed person or entity. Failure of Construction Manager to reply to Contractor within five (5) business days after a second request by Contractor for approval or disapproval of such proposed persons or entities shall constitute approval of such proposed names.

5.2.2 Contractor shall not contract with any such proposed person or entity to whom Owner, Architect or Construction Manager has made reasonable objection under the provisions of Subparagraph 5.2.1. Contractor shall not be required to contract with anyone to whom Contractor has a reasonable objection.

5.2.3 If Owner, Architect or Construction Manager has reasonable objection to any such proposed person or entity, Contractor shall submit a substitute to whom Owner, Architect and Construction Manager have no reasonable objection.

5.2.4 Contractor shall make no substitution for any Subcontractor, person or entity previously selected prior to notice of the proposed substitution to Construction Manager, or thereafter if Owner, Architect or Construction Manager makes reasonable objection to such substitution.

5.2.5 If Owner, Architect or Construction Manager requires a change of any proposed Subcontractor, Sub-subcontractor or person or organization previously accepted by them, the Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate amendment shall be issued. No increase in the Contract Sum will be allowed where the change is a result of subsequent evidence that such Subcontractor is not qualified for the work proposed.

5.2.6 All subcontracts shall require the Subcontractor to maintain adequate liability insurance and shall otherwise be on the subcontract form approved by Construction Manager; any material variations therefrom must be approved in writing and in advance by Construction Manager. Contractor shall supply Construction Manager and Owner with copies of all executed subcontracts.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an appropriate written agreement, Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by these Documents, assumes toward Owner, Architect and Construction Manager. Said agreement shall preserve and protect the rights of Owner, Architect and Construction Manager under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in Contractor-Subcontractor Agreement, the benefit of all rights, remedies and redress against Contractor that Contractor, by these Documents, has against Owner. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with their Sub-subcontractors. Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each

Subcontractor shall similarly make copies of such Documents available to their Sub-subcontractors. Contractor shall deliver to Construction Manager copies of all such agreements.

5.3.2 The written agreement required by Subparagraph 5.3.1 shall also require each Subcontractor to agree that, upon the request of Owner after termination of Contractor's employment in accordance with Paragraph 14.2 hereof, such Subcontractor shall continue the Work directly for Owner or for the substitute Contractor selected by Owner under terms and conditions substantially similar to the terms of the subcontract. Contractor shall require each Subcontractor to enter into similar agreements with any Sub-subcontractors. Contractor shall deliver to Construction Manager copies of all such agreements of Subcontractor and Sub-subcontractors.

ARTICLE 6

WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 Owner reserves the right to perform work related to the Project with Owner's own forces, and to award separate contracts in connection with other portions of the Project or other work on the Site under these or similar Conditions of the Contract. All labor utilized by the Owner shall be of a standing or affiliation that will permit the work to be carried on harmoniously and without delay to the Project and that will in no case cause any labor disturbance or interference.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the Site, the term Contractor in the Contract Documents in each case shall mean Contractor who executes each separate Agreement.

6.2 MUTUAL RESPONSIBILITY

6.2.1 Contractor shall afford Owner, Construction Manager and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate the Work with theirs as required by the Contract Documents.

6.2.2 If any part of Contractor's Work depends for proper execution or results upon the work of Owner or any separate contractor, Contractor shall, prior to proceeding with the Work, promptly report to Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of Contractor so to report shall constitute an acceptance of Owner's or separate contractor's work as fit and proper to receive the Work, except as to defects that may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

6.2.4 Should Contractor cause damage to the work or property of Owner, or to other work or property on the Site, Contractor shall promptly remedy such damage.

6.2.5 Should Contractor delay or cause damage to the work or property of any separate contractor, Contractor shall, upon due notice, promptly attempt to settle with such other contractor by agreement, or otherwise to resolve

the dispute. If such separate contractor sues or initiates a court proceeding against Owner on account of any delay or damage alleged to have been caused by Contractor, Owner shall notify Contractor who shall defend such proceedings at Contractor's expense, and if any judgment or award against Owner arises therefrom, Contractor shall pay or satisfy it and shall reimburse Owner for all attorneys' fees and costs for defending any action and court or arbitration costs which Owner has incurred.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between Contractor and separate contractors as to their responsibility for cleaning up as required by Paragraph 4.15, Owner or Construction Manager may clean up and charge the cost thereof to all Contractors responsible therefore as Construction Manager shall determine to be just.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the place where the Project is located.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign the Contract, in part, or assign any monies due to or to become due to Contractor thereunder, without the previous written consent of Owner. However, in the event of termination of Contractor by Owner, Contractor shall assign, or cause to be assigned to Owner, to the extent directed by Owner, all of Contractor's right, title and interest in any subcontracts and purchase orders theretofore placed. The Subcontractor or material supplier hereby consents to such assignment.

7.2.2 The Contract and the remaining Contract Documents may be assigned by Owner to any construction lender for the Project without the prior written consent of Contractor, and Contractor agrees to execute any and all documents reasonably required by Owner to acknowledge and consent to such assignment, provided Owner remains responsible for its obligations under the Contract Documents prior to such assignment. If Owner unconditionally assigns the Contract Documents to its construction lender, the construction lender shall, upon Contractor's request, assume Owner's obligations under the Contract Documents only as to Work commenced subsequent to the date of such assignment.

7.3 WRITTEN NOTICE

7.3.1 Notices required by the Contract Documents shall be in writing and shall be deemed to have been given when delivered in person to the individual or member or officer of the entity for whom intended, or when delivered by United States Mail, sent registered or certified mail, return receipt requested, or by overnight mail or courier, addressed to the party for whom intended at the address set forth with such party's name in the Contract, or to such other address as such party may designate for itself by notice to all other parties to the Contract.

7.3.2 Notwithstanding the foregoing, notices other than those given pursuant to Article 14 may be given by email or fax provided that the sending party can prove that the notice was sent to a fax number or an email address provided by the recipient.

7.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.4.1 At the time of the execution of the Agreement, Contractor shall furnish a Performance and Payment Bond in the full amount of the Contract Sum, signed by Contractor and a corporate surety. The bonds shall name the Owner and the Construction Manager as dual obligees thereunder. The bonds will be in the form required by the Bidding Documents and shall be written through a surety company (a) authorized to do business in the State of Ohio, (b) having a rating of not less than "A-" in the latest version of Best's Insurance Guide, published by A.M. Best & Company, and (c) is listed by the United States Treasury Department as acceptable for bonding Federal projects and that the bond amount is within the limit set by the Treasury Department as the net limit on any single risk. There shall be no affiliation between Contractor and the bonding agent or agency. The performance bonds shall cover all warranties and guarantees.

7.4.2 Final acceptance of the Work shall not relieve Contractor or the surety from their obligations under the Contract, including guarantees of materials, equipment, installation or service.

7.5 RIGHTS AND REMEDIES

7.5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

7.5.2 No action or failure to act by Owner, Architect, Construction Manager or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7.5.3 The invalidity, partial invalidity or unenforceability of any provision of the Contract Documents shall not impair or affect the validity, enforceability or effect of any other provision of the Contract Documents.

7.6 TESTS

7.6.1 Owner may, but shall not be obligated to, retain the services of testing laboratories, agencies, and/or professional engineers to perform the tests (including control balancing and adjusting) and make the required inspections and reports specified in the Contract Documents or deemed necessary by Owner in case of questioned items. Such testing laboratories, agencies and/or professional engineers shall conduct and interpret the tests. A copy of each test report deemed necessary by Owner in case of questioned items shall, at Owner's option, be made available to Contractor.

7.6.2 At Owner's option, Contractor shall furnish Samples of all materials and component parts to be used as test specimens. Contractor shall furnish labor and facilities at the Site as necessary in connection with testing and inspection services.

7.6.3 Except as otherwise specified in other Contract Documents, Contractor shall pay for all laboratory services, tests, testing laboratories, agencies, professional engineers, engineering inspections and reports required by the Contract Documents, Architect, Owner or Construction Manager. Testing laboratories and

professional engineers shall be subject to Owner's approval.

7.6.4 Without limiting the provisions of this Paragraph 7.6, the cost of testing laboratories, agencies, and/or engineers for the convenience of Contractor in its scheduling and performance of the Work, or related to remedial operations or possible deficiencies shall be borne by Contractor.

7.6.5 The nature and scope of testing services, agencies and/or inspections performed by laboratories and engineers retained by or on behalf of Owner or Contractor shall be in accordance with Applicable Laws or as otherwise specified in the Contract Documents and shall be consistent with recognized good standards of engineering practice.

7.6.6 If, in the performance of any testing, control, balancing, adjusting or similar work to be performed by or on behalf of Contractor, it is the opinion of Owner, Construction Manager or Architect that Contractor has failed to substantiate the ability to perform such Work, Contractor shall, at its expense, retain the services of a testing laboratory, agency or service organization that is satisfactory to Owner, Construction Manager and Architect for the performance of such Work.

7.6.7 Owner may instruct Construction Manager to order special inspection, testing or approval, as Owner deems necessary. If such special inspection or testing reveals a failure of the Work to comply (a) with the requirements of the Contract Documents, or (b) with Applicable Laws, Contractor shall bear all costs of such Owner-directed special inspection, special testing and correction.

7.6.8 The observations of or participation by Owner, Architect, or Construction Manager in inspections or tests by persons other than Contractor, shall not relieve Contractor from its obligations to perform the Work in accordance with the Contract Documents.

7.6.9 If the Specifications or Applicable Laws require any portion of the Work to be specifically tested or reviewed, Contractor shall give Construction Manager timely written notice of such test or review, shall secure all required certificates and shall promptly deliver them to Construction Manager and Architect.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be such other date as may be established in the Agreement or elsewhere in the Contract Documents.

8.1.3 The date of Substantial Completion of any designated portion of the Work is the date certified by Architect as the date when construction of the designated Work is sufficiently complete, in accordance with the Contract Documents, so that at least the following conditions are satisfied:

(1) Owner, or any separate contractor, is able to occupy or utilize the Work or designated portion thereof for the use for which it is intended and so that such occupancy will not hinder Contractor's final completion of the Work nor

will Contractor's final completion activities impede Owner's use of, and operation within, the designated spaces. The premises will be clean, free of debris, and Contractor's remaining materials and equipment will be suitably organized and stored.

(2) All equipment (except equipment to be provided by Owner and not yet delivered) shall be in place, completely installed in accordance with the requirements of the Contract Documents; site work that is the responsibility of Contractor under the Contract Documents, including without limitation provisions for vehicular traffic and parking, pedestrian traffic, landscaping and signage, shall be completed; and all Work in common areas shall be completed, including building shell construction with a weather-tight and secure enclosure, unobstructed circulation and exit paths (elevators, stairs, corridors), lobbies, toilet rooms and utility rooms; and all elevators shall be in operation and properly licensed.

(3) Basic plumbing, mechanical and electrical systems in common usage areas shall be operational and balanced and appropriate related service to tenant areas shall be ready for connection, all as defined by the requirements of the Contract Documents.

(4) All systems subject to warranty coverage as of the date of Substantial Completion shall be sufficiently and satisfactorily completed so that any subsequent completion of the Work shall not affect their satisfactory operation or the validity or enforceability of the warranties.

(5) Either (a) Contractor shall have caused to be delivered to Owner a satisfactory Certificate of Occupancy for the Project issued by the appropriate governmental authority or (b) in the event that the nature of the Work is such that a Certificate of Occupancy is not available upon completion of all of the Work, Contractor shall have caused to be delivered to Owner the best available evidence that all governmental requirements shall have been satisfied in completing the Work; provided that this requirement shall be deemed satisfied if Owner determines that any required Certificate of Occupancy or similar approval is withheld by the governmental authority for any reason other than the failure of Contractor, any Subcontractor, or any direct or indirect employee or agent thereof to complete the Work in accordance with the Contract Documents.

(6) At the request of Owner or Construction Manager from time to time, Contractor and Architect shall each provide a written statement for the benefit of Owner setting forth the date on which each believes Substantial Completion of the Work can be accomplished. No such statement shall relieve Contractor of its obligations to complete the Work within the Contract Time.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion of the Work within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 Any Claim for extension of time shall be made in writing to Construction Manager not more than five (5) days after the commencement of the delay; otherwise it shall be waived. Such written notice shall state in detail the cause of the delay and the expected impact on Contractor's schedule. In the case of a continuing delay only one Claim is necessary. Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.2 Should Contractor be delayed, obstructed, hindered or interfered with in commencement, prosecution or completion of the Work by an event of Force Majeure, or any act, omission, neglect or default of Owner, or any employee, agent or consultant of Owner, or because of events beyond the reasonable control of Contractor, then Contractor shall be entitled to an extension of the Contract Time. Such extension of time shall be limited to a period equivalent to the time lost by reason of any or all of the aforesaid causes as determined by Construction Manager and Owner. In the event of a dispute by Contractor, the matter shall be resolved pursuant to the dispute resolution provisions contained in Article 15 hereof. Notwithstanding the foregoing, no extension of time shall be granted for delays on account of, or resulting from, weather conditions except for the severe, adverse weather conditions that are abnormal for the period of time and could not have been reasonably anticipated; nor shall Contractor be granted any time extension due to Contractor's financial inability to perform or the inability of its Subcontractor to perform. No extension of time shall be granted to Contractor unless the delay affects the critical path of the Project and then only to the extent that the delay affects the critical path. No extension of time shall be granted to Contractor to the extent that, notwithstanding the existence of any such circumstance beyond Contractor's control, delay would have resulted in any event because of a concurrent unexcused delay by Contractor.

8.3.3 Except to the extent prohibited by law, Contractor agrees that whether or not any delay shall be the basis for an extension of time, it shall have no Claim against Owner for any increase in the Contract Sum, nor a Claim against Owner for payment or allowance of any kind of damage, loss or expense resulting from delays, hindrances, obstructions or interferences with the Work. The only remedy available to Contractor will be an extension of time as permitted pursuant to the Contract. Nothing contained in the foregoing paragraph shall be deemed or construed as waiving or precluding liability for, or otherwise waiving any remedy for, delay during the course of the Work when the cause of the delay is a proximate result of Owner's act or failure to act. Contractor shall assure that a similar "no damage for delay" clause is contained in its Subcontracts.

8.3.4 It shall be recognized by Contractor that it may reasonably anticipate that as a job progresses, Construction Manager will be making changes in and updating the Construction Schedule pursuant to the authority vested in Construction Manager. Therefore, no Claim for an increase in the Contract Sum for either acceleration or delay will be allowed for extensions of time pursuant to this Paragraph 8.3 or for other changes in the Construction Schedule that are of the type ordinarily experienced in projects of similar size and complexity. Contractor also acknowledges that certain portions of the Work may be completed on a "fast-track" basis, and that staged drawings may be submitted for portions of the Work. Contractor will make no Claim for acceleration or delay resulting from the receipt of staged drawings or for out-of-sequence work occasioned by receipt of staged drawings or rescheduling, provided that such out-of sequence work is of the type ordinarily experienced in projects of similar size and complexity.

8.3.5 Contractor expressly agrees that in the event Contractor fails to perform and/or complete its Work in accordance with the Construction Schedule, Contractor shall be liable to the County for and shall pay the liquidated damages specified in its Agreement. All amounts set forth constitute a fair and reasonable estimate of probable damage to the County due to delay and are not a penalty. The liquidated damages are intended to cover only damages suffered by the County as a result of delay and shall not be deemed to cover additional costs of completion of the Work including, without limitation extended general conditions and construction management costs and costs or damages resulting from defective Work. Contractor and the Owner agree that the Construction Manager is an intended third party beneficiary hereof.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments thereto, is the total amount payable by Owner to Contractor for the performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, Contractor shall submit to Construction Manager a Schedule of Values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as Architect or Construction Manager may require. This schedule, unless objected to by Construction Manager or Architect, shall be used only as a basis for Contractor's Applications for Payment.

9.2.2 The Schedule of Values shall be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a single line item. Contractor will provide a listing of the Work items and the code costing items to be shown on Contractor's Schedule of Values, which listing shall meet the approval and shall be subject to revision by Construction Manager.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 For each payment period established in the Contract, Contractor shall submit to Construction Manager, in triplicate, an itemized and notarized Application for Payment (on a form approved by Construction Manager), together with such supporting documentation verifying the amounts claimed due as Construction Manager may require, and reflecting the retainage specified in the Agreement. No Application for Payment shall be complete for processing unless it includes all supporting documentation required by the Agreement and the Specifications. Any incomplete Application for Payment may be returned to Contractor.

9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the Site and, if approved in advance by Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the Site shall be conditioned upon submission by Contractor of bills of sale or such other procedures satisfactory to Owner to establish Owner's title to such materials or equipment or otherwise protect Owner's interest, including applicable insurance and transportation to the Site for those materials and equipment stored off the Site. Contractor waives and releases any Claims it may have against Owner, either directly or through Contractor's insurer by subrogation to the rights of Contractor, for damage to, destruction or loss of equipment or materials not stored at the Site.

9.3.3 Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to Owner either by incorporation in the construction or upon receipt of payment by Contractor, whichever occurs first, free and clear of all the liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by Contractor, or by any other person performing Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by Contractor or such other person. The provisions of this paragraph

regarding ownership of the Work by Owner upon payment shall not constitute an acceptance of the Work for which payment is made, except as and when provided in the Contract Documents.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 Construction Manager shall receive all Applications for Payment from each Contractor and shall, once a month, prepare a summary of and deliver the same to Architect. Construction Manager may, by written notice to Contractor, approve or reject all or any portion of a Contractor's Application for Payment for any of the reasons set forth in Subparagraph 9.6.1. Architect will, within seven (7) days after the receipt of the Project Application for Payment with the recommendations of Construction Manager, review the Project Application for Payment and either issue a Project Certificate for Payment to Owner with a copy to Construction Manager for distribution to Contractor for such amounts as Architect determines are properly due, or notify Construction Manager in writing of the reasons for withholding a Certificate as provided in Subparagraph 9.6.1. Such notification will be forwarded to Contractor by Construction Manager.

9.4.2 The issuance of a Project Certificate for Payment will constitute a representation by Architect to Owner that, based on Architect's observations at the Site as provided in Subparagraph 2.3.4 and the data comprising the Project Application for Payment, the Work has progressed to the point indicated; that, to the best of Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion of the Work, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate); and that Contractor is entitled to payment in the amount certified. However, by issuing a Project Certificate for Payment, Architect shall not thereby be deemed to represent that Architect has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, has reviewed the construction means, methods, techniques, sequences or procedures, or has made any examination to ascertain how or for what purpose Contractor has used the monies previously paid on account of the Contract Sum.

9.4.3 The Owner shall make no payments to Contractors without the prior written approval of the Construction Manager.

9.5 PROGRESS PAYMENTS

9.5.1 After Construction Manager has approved all or any portion of an Application for Payment and provided no liens related to the Work have been filed against the Project and provided further that neither Architect nor any governmental authorities have raised any objections to the Work, Owner shall make payment in the manner and within the time provided in **Exhibit A** attached hereto.

9.5.2 Contractor shall promptly pay each Subcontractor upon receipt of payment from Owner, out of the amount paid to Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to Contractor on account of such Subcontractor's Work. Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to their Sub-subcontractors in similar manner.

9.5.3 Architect may, on request and at Architect's discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by Contractor and the action taken

thereon by Architect on account of Work done by such Subcontractor.

9.5.4 Neither Owner, Architect nor Construction Manager shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

9.5.5 No certification of a progress payment, any progress payment, or any partial or entire use or occupancy of the Project by Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.6 PAYMENTS

9.6.1 Payments may be withheld in whole or in part to the extent necessary, in the judgment of the Construction Manager, to reasonably protect Owner if any of the following conditions exist:

- (1) defective Work not remedied;
- (2) third party claims filed or reasonable evidence indicating probable filing of such claims;
- (3) failure of Contractor to make payment properly to Subcontractors, or for labor, materials or equipment;
- (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- (5) damage to Owner or another contractor;
- (6) reasonable evidence that the Work is not progressing in accordance with the Construction Schedule or will not be completed within the Contract Time;
- (7) unsatisfactory prosecution of the Work by Contractor;
- (8) failure of Contractor to properly document Applications for Payment as required by the Contract Documents or to include the lien waivers required thereby; or
- (9) to the extent not otherwise expressly stated above, any default by Contractor under the Contract Documents or any Claim by Owner against Contractor pursuant to any provisions of the Contract Documents.

9.6.2 When the grounds in Subparagraph 9.6.1 above are removed, payment shall be made for amounts withheld because of them.

9.7 SUBSTANTIAL COMPLETION

9.7.1 When Contractor determines that it has achieved Substantial Completion, Contractor shall prepare the Punch List and deliver copies thereof to Construction Manager and Architect. Construction Manager or Architect may add items to the Punch List, but the failure to include any items on such list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. When Architect, on the basis of inspection and consultation with Construction Manager, determines that the Work has achieved Substantial Completion, Architect will then prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion of the Work, shall state the responsibilities of Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which Contractor shall complete the items listed therein. The Certificate of Substantial Completion of the Work shall be submitted to Owner, Construction Manager and Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.7.2 Upon Substantial Completion of the Work or designated portion thereof, and upon application by Contractor and certification by Architect, Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents. Owner shall not release retainage to Contractor to the extent that any such release will result in Owner holding total retainage that is less than twice the amount that Architect determines to be necessary to complete and correct items on Contractor's list referred to in Subparagraph 9.7.1.

9.7.3 Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Project or designated portion thereof unless otherwise provided in Architect's Certificate of Substantial Completion.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Following Architect's issuance of the Certificate of Substantial Completion of the Work or designated portion thereof, and Contractor's completion of the Work, Contractor shall forward to Construction Manager a written notice that the Work is ready for final inspection and acceptance, and shall also forward to Construction Manager a final Application for Payment. Upon receipt, Construction Manager will make the necessary evaluations and forward recommendations to Architect who will promptly make such inspection. When Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, Architect will issue a Certificate for Payment that will approve the final payment due Contractor. This approval will constitute a representation that, to the best of Architect's knowledge, information and belief, and on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due Contractor, and noted in said Certificate, is due and payable. Architect's approval of said Certificate for Payment will constitute a further representation that the conditions precedent to Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled.

9.8.2 Neither the final payment nor the remaining retainage shall become due until Contractor submits to Architect, through Construction Manager (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, (3) if required by Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by Owner, (4) a certificate evidencing that the insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to Owner, (5) a written statement that Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (6) Contractor shall have furnished Construction Manager with all operating and maintenance manuals, as-built drawings, manufacturers' guaranties and warranties, releases of all claims required by the Contract Documents and any other documents required by the Contract Documents and (7) Construction Manager has approved the making of such final payment in writing. If any Subcontractor refuses to furnish a release or waiver required by Owner, Contractor may furnish a bond satisfactory to Owner to indemnify Owner against any such lien. If any such lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.8.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of Contractor or by the issuance of Change Orders affecting final completion, and Construction Manager so confirms, Owner shall, upon application by Contractor and certification by Architect and without terminating the

Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Construction Manager prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payments, except that it shall not constitute a waiver of claims.

9.8.4 The acceptance of final payment shall constitute a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment.

9.8.5 All provisions of the Contract Documents, including, without limitation, those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of final payment prior to the date of Substantial Completion of the Project.

9.8.6 When any Subcontractor has finally completed performance of its subcontract, as determined by Contractor, Construction Manager and Architect, and such Subcontractor has completed all Punch List items, delivered all waivers and satisfied all other prerequisites for final payment under its subcontract and the Contract Documents, and if Contractor has made proper Application for Payment, then Owner shall release that portion of Contractor's retainage which relates to the retainage being applied against payments due to such Subcontractor. Contractor shall then forward the retainage to such Subcontractor.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. In the event Contractor encounters on the Site material reasonably believed to be friable asbestos, polychlorinated biphenyl (PCB) or any Hazardous Materials, Contractor shall immediately stop Work in the area affected and report the condition to Owner and Construction Manager in writing. In such event, Owner shall determine or engage a consultant to determine whether the material is in fact friable asbestos, PCB or any Hazardous Materials. If no friable asbestos, PCB or any Hazardous Materials is identified, Owner or Construction Manager shall so notify Contractor, who shall immediately resume the Work in the suspect area. If friable asbestos, PCB or any Hazardous Materials is identified, Contractor shall not resume Work in the affected area unless and until the friable asbestos has been encased, encapsulated, enclosed or removed, or the PCB or Hazardous Materials has been removed. Owner or Construction Manager shall notify Contractor in writing when the friable asbestos, PCB or any Hazardous Materials has been so encased, encapsulated, enclosed or removed, and Contractor shall then immediately resume the Work in the affected area.

10.2 EMERGENCIES

10.2.1 In any emergency affecting the safety of persons or property Contractor shall act, at Contractor's discretion, to prevent threatened damage, injury or loss and shall immediately notify Construction Manager. Any additional compensation or extension of time claimed by Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S INSURANCE

11.1.1 **Exhibit B** describes the insurance coverage required of Contractor. Contractors shall provide the coverages described on Exhibit B at all times until Final Completion. In addition to the coverages required in Exhibit B, Contractor shall carry \$2,000,000 in Excess Liability coverage.

11.2 PROPERTY INSURANCE

11.2.1 Owner agrees to place and maintain, at its expense, "all risk" or "special form" builder's risk or equivalent insurance to the full replacement value of all real and personal property that is intended to become part of the completed Project. The policy will cover such materials, supplies and equipment intended to become part of the construction or permanent improvements, if incorporated or while stored on Site. Owner, Construction Manager, Contractors and Subcontractor shall be named as additional insureds to the extent of their insurable interests. The builder's risk or equivalent policy will not cover temporary structures, forms, scaffolding, trailers, protective fencing, tools and equipment or personal belongings that are owned or leased by Construction Manager, Contractor, Subcontractors or their employees. Owner's property insurance contains a deductible of not more than \$10,000 per claim, which is the responsibility of Contractor (without reimbursement from Owner). In addition, Contractor shall be solely responsible to cover the costs of all property losses or damages sustained that arise out of vandalism to, or theft of, any materials or supplies relating to the Work or the Project and that are not covered because of Owner's deductible amount.

11.2.2 Any loss insured under Subparagraph 11.2.1 is to be adjusted with Owner and made payable to Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause. Contractor shall pay each Subcontractor a just share of any insurance monies received by Contractor, and by appropriate agreement, written where legally required for validity, shall require each Subcontractor to make payments to their Sub-subcontractors in similar manner.

11.2.3 Owner and Contractor waive all rights against (1) each other and the Subcontractors, Sub-subcontractors, agents and employees of each other, and (2) Architect, Construction Manager and separate contractors, if any, and their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Paragraph 11.2 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by Owner as trustee. Owner or Contractor, as appropriate, shall require Architect, Construction Manager, separate Contractors, Subcontractors and Sub-subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this Subparagraph 11.2.3. Where required, consent to such waivers by the subject insurer shall be obtained by the waiving party.

11.2.4 Owner, as trustee, shall have power to adjust and settle any loss with the insurers and all interested parties shall fully cooperate with Owner in achieving settlement with the insurer.

11.3 RISK OF LOSS OF OFF-SITE STORAGE

11.3.1 Contractor accepts and shall bear the risk of loss for property, material, or equipment that is to be incorporated as part of the Work and that is stored off-site until such property, material or equipment is delivered to the Site for incorporation into the Work.

11.4 CONTRACTOR'S LIABILITY INSURANCE

11.4.1 The Contractor shall purchase and maintain such liability and other insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's performance or obligations under the Contract Documents, whether due to action or inaction by the Contractor or any person for whom the Contractor is responsible.

11.4.1.1 Claims under workers' compensation, occupational sickness or disease, disability benefit and other similar employee benefit acts;

11.4.1.2 Claims for damages because of bodily injury, disease, illness, death or personal injury, and other claims usually covered by bodily injury liability insurance;

11.4.1.3 Claims for damages because of injury to or destruction of property and other claims usually covered by property damage liability insurance.

11.4.2 A Commercial General Liability policy and Business Automobile Liability policy, separately or combined, shall be maintained to provide insurance as set forth below. Such Commercial General Liability and Business Automobile Liability insurance may be either Combined Single Limits or Split Limits as provided below. An Umbrella or Excess Liability policy may be used in combination with the Commercial General Liability and Business Automobile insurance to meet such limits.

11.4.2.1 Contracts in the amount of \$100,000 or less shall require coverage in the amount of not less than \$1 million general aggregate and per occurrence.

11.4.2.2 Contracts in excess of \$100,000 but not more than \$5 million shall require coverage in the amount of not less than \$3 million general aggregate and per occurrence.

11.4.2.3 Contracts exceeding the amount of \$5 million shall require coverage in an amount to be determined by the County but in no case less than \$5 million general aggregate and per occurrence.

11.4.2.4 Such policies shall be endorsed to provide that the General Aggregate Limit applies separately to each of the insured Contractor's projects.

11.4.3 If Commercial General Liability and Business Automobile Liability insurance is written with Split Limits, the following minimum limits shall be provided.

11.4.3.1 Contracts in the amount of \$100,000 or less shall require coverage in the amount of not less than \$500,000 for injuries, including death, to one person, and \$1 million per occurrence and \$500,000 property damage.

11.4.3.2 Contracts in excess of \$100,000 but not more than \$5 million shall require coverage in the amount of not less than \$1 million for injuries, including death, to one person, and \$1 million per occurrence and \$1 million property damage, together with an Umbrella or Excess Liability policy of not less than \$2 million per occurrence.

11.4.3.3 Contracts exceeding the amount of \$5 million shall require coverage in an amount to be determined by the County but in no event shall an Umbrella or Excess Liability limit of less than \$4 million be acceptable, along with Commercial General Liability and Business Automobile Liability with limits of not less than \$1 million for injuries, including death, to one person, and \$1 million per occurrence and \$1 million property damage.

11.4.4 For any demolition, blasting, excavating, tunneling, shoring or similar operations, the Contractor shall provide and maintain Property Damage Liability insurance with a limit of liability equal to such limit as specified in the applicable sections of Paragraphs 12.1.2 and 12.1.3.

11.5 BUILDER'S RISK - NEW CONSTRUCTION

11.5.1 Unless otherwise specified in the Contract Documents, the Contractor shall provide and maintain, during the progress of the Work and until the execution of the Certificate of Contract Completion by the County, a Builder's Risk insurance policy to cover all Work in the course of construction including falsework, temporary buildings and structures and materials used in the construction process, stored on or off site, or while in transit. Such insurance shall be on a "Risk of Direct Physical Loss" form policy and shall insure against the perils of fire and extended coverage and physical loss or damage including, without limitation, theft, vandalism, malicious mischief, earthquake, tornado, lightning, explosion, breakage of glass, flood, collapse and water damage. It shall also include debris removal, demolition occasioned by enforcement of any applicable legal requirement, and shall cover reasonable compensation for the County's services and expenses required to limit further loss.

11.5.1.1 Coverage must include provision to pay the reasonable extra costs of expediting temporary and/or permanent repairs to, or permanent replacement of, damaged property. This shall include overtime wages and the extra cost of "express" or other means for rapidly transporting materials and supplies necessary to such repair or replacement.

11.5.1.2 Such Builder's Risk policy shall protect both the Contractor and the County from loss and provide coverage for materials in transit or stored off site and identified for the Project.

11.5.1.3 Coverage for other perils may be required if specified in the Special Conditions.

11.5.2 Unless otherwise specified in the Contract Documents, the Builder's Risk policy shall be written in the amount equal to 100 percent of the Contract price, including landscaping, paving and other site Work.

11.5.3 The Builder's Risk policy shall specifically permit and allow for partial occupancy by the County prior to acceptance of the Project by the County.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by Contractor indicates Contractor's agreement therewith, including the adjustment in, or failure to adjust, the Contract Sum or the Contract Time.

12.1.2 Construction Manager or Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to Owner resulting from a change in the Work will be determined as set forth in **Exhibit C**.

12.2 CLAIMS FOR ADDITIONAL COST

12.2.1 If Contractor wishes to make a Claim for an increase in the Contract Sum, Contractor shall give Architect and Construction Manager written notice thereof within ten (10) days after the occurrence of the event giving rise to such Claim. No Claim for any increase in the Contract Sum shall be valid unless such notice is given and unless (except in the event of an emergency endangering life or property per Paragraph 10.2) prior to the commencement of such work, either Owner or Construction Manager execute a Change Order authorizing the change in the work. If Owner and Contractor cannot agree on the amount of the adjustment in the Contract Sum, the Work shall, nonetheless, be performed by Contractor and the undisputed portion of the adjustment in the Contract Sum shall be paid by Owner pending determination of the remaining portion pursuant to Subparagraph 12.1.3. Any change in the Contract Sum resulting from such Claim shall be authorized by Change Order.

12.3 MINOR CHANGES IN THE WORK

12.3.1 Architect will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order issued through Construction Manager, and shall be binding on Owner and Contractor. Contractor shall carry out such written orders promptly.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of Owner, any Governmental Authority, Architect or Construction Manager, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by either, be uncovered for their observation and shall be replaced at Contractor's expense.

13.1.2 If any other portion of the Work has been covered that Owner, Governmental Authority, Architect or the Construction has not specifically requested to observe prior to its being covered, any of them may request to see such Work and it shall be uncovered by Contractor. If such Work is found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to Owner. If such Work is not found in accordance with the Contract Documents, Contractor shall pay such costs unless it is found that this condition was caused by Owner or a separate contractor as provided in Article 6, in which event Owner shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 Contractor shall promptly correct all Work rejected by Owner, any Governmental Authority, Architect or Construction Manager as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion of the Project and whether or not fabricated, installed or completed. Contractor shall bear all costs of correcting such rejected Work, including compensation for Architect's and Construction Manager's additional services made necessary thereby and all fees for test of such Work; provided that Owner shall bear the cost of correcting any Work that is rejected by a Governmental Authority for any reason other than the failure of Contractor or any Subcontractor to complete the Work in accordance with the Contract Documents.

13.2.2 If, within one (1) year after the date of Substantial Completion of the Project or designated portion thereof, or within one (1) year after acceptance by Owner of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor shall correct it promptly after receipt of a written notice from Owner or Construction Manager to do so unless Owner has previously given Contractor a written acceptance of such condition. This obligation shall survive both final payment for the Work or a designated portion thereof and termination of the Contract. Owner shall give such notice promptly after discovery of the condition.

13.2.3 Contractor shall remove from the Site all portions of the Work that are defective or nonconforming and that have not been corrected under Subparagraphs 4.5.1, 13.2.1 and 13.2.2, unless removal is waived by Owner.

13.2.4 If Contractor fails to correct defective or non-conforming Work as provided in Subparagraphs 4.5.1, 13.2.1 and 13.2.2, Owner may correct it in accordance with Paragraph 3.4.

13.2.5 If Contractor does not proceed with the correction of such defective or nonconforming Work within a reasonable time fixed by written notice from Owner issued through Construction Manager, Owner may remove it and may store the materials or equipment at the expense of Contractor. If Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, Owner may, upon ten (10) additional days' written notice, sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by Contractor, including compensation for Architect's and Construction Manager's additional services made necessary thereby. If such proceeds of sale do not cover all costs that Contractor should have borne, the difference shall be charged to Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to Owner.

13.2.6 Contractor shall bear the cost of making good all work of Owner or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation that Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time periods noted in Subparagraph 13.2.2, or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents, relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which Contractor's obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

13.2.8 The expiration of any guarantee or correction of Work shall not relieve Contractor of the obligation to correct, at its own expense, any latent defect in the Work or deficiencies which are not readily ascertained, including, but not limited to, defective materials and workmanship, defects attributable to unauthorized substitutions for specified materials, and substandard performance of any of the Work otherwise not in compliance with the Contract Documents. Such latent defects or deficiencies shall be corrected as provided in this Paragraph 13.2. Following the correction or replacement of any of the Work, as specified in Paragraph 13.2, Contractor shall correct any defects or deficiencies in the corrected or replaced materials and workmanship which are found within one (1) year after the date of correction or replacement.

13.3 ACCEPTANCE OF DEFECTIVE OR NONCONFORMING WORK

13.3.1 If Owner prefers to accept defective or nonconforming Work, Owner may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty (30) consecutive days under an order of any court or other Governmental Authority having jurisdiction, or as a result of an act of government such as a declaration of a national emergency making materials unavailable, through no act or fault of Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with Contractor, or if the Work should be stopped for a period of thirty (30) consecutive days because Owner has not made payment as provided in Paragraph 9.7, then Contractor may, upon ten (10) additional days' written notice to Owner, Architect and Construction Manager, terminate the Contract and recover from Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery.

14.2 TERMINATION OF CONTRACTOR

14.2.1 Should the Contractor at any time refuse or neglect to supply a sufficiency of skilled workers or materials of the proper quality and quantity, or fail in any respect to prosecute the Work with promptness and diligence, or cause by any act or omission the stoppage, impede, obstruct, hinder or delay of or interference with or damage to the work of any other contractors or subcontractors on the Project, or fail in the performance of any of the terms and provisions of this Agreement or of the other Contract Documents, or should the Architect determine that the Work or any portion thereof is not being performed in accordance with the Contract Documents, or should there be filed by or against the Contractor a petition in bankruptcy or for an arrangement or reorganization, or should the Contractor become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency, then in any of such events, each of which shall constitute a default hereunder on the Contractor's part, then Owner or Construction Manager shall have the right, in addition to any other rights and remedies provided by this Agreement and the other Contract Documents or by law, after three (3) days written notice to the Contractor mailed or delivered to the last known address of the latter, (a) to perform and furnish through itself or through others any such labor or materials for the Work and to deduct the cost thereof from any monies due or to become due to the Contractor under this Agreement, and/or (b) to terminate the employment of the Contractor for all or any portion of the Work, 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, all of which the Contractor hereby transfers, assigns and sets over to the Owner for such purpose, and to employ any person or persons to complete the Work and provide all the labor, services, materials, equipment and other items required therefor. In case of such termination of the employment of the Contractor, the Contractor shall not be entitled to receive any further payment under this Agreement until the Work shall be wholly completed to the satisfaction of the Architect, the Owner and Construction Manager and shall have been accepted by them, at which time, if the unpaid balance

of the amount to be paid under this Agreement shall exceed the cost and expense incurred by the Owner in completing the Work, such excess shall be paid by the Owner to the Contractor; but if such cost and expense shall exceed such unpaid balance, then the Contractor or its surety shall pay the difference to the Owner. Such cost and expense shall include, not only the cost of completing the Work to the satisfaction of the Owner, Construction Manager and the Architect and of performing and furnishing all labor, services, materials, equipment, and other items required therefor, but also all losses, damages, costs and expenses, (including legal fees and disbursements incurred by the Owner, Architect and/or Construction Manager in connection with procurement, in defending claims arising from such default and in seeking recovery of all such cost and expense from the Contractor and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the Contractor's default.

14.2.2 It is recognized that if the Contractor institutes or has instituted against it a case under Title 11 of the United States Code (Bankruptcy Code), such event could impair or frustrate the Contractor's performance of this Agreement. Accordingly, it is agreed that upon the occurrence of any such event, the Owner shall be entitled to request of Contractor or its trustee or other successor adequate assurances of future performance. Failure to comply with such request within ten (10) days of delivery of the request shall entitle the Owner in addition to any other rights and remedies provided by this Agreement or by law, to terminate this Agreement. Pending receipt of adequate assurances of performance and actual performance in accordance herewith, the Owner shall be entitled to perform and furnish through itself or through others any such labor, materials or equipment for the Work as may be necessary to maintain the progress of the Work and to deduct the cost thereof from any monies due or to become due to the Contractor under this Agreement. In the event of such bankruptcy proceedings, this Agreement shall terminate if the Contractor rejects this Agreement or if there has been a default and the Contractor is unable to give adequate assurance that it will perform as provided in this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

14.2.3 For any termination of this Agreement, any Project wide insurance that may have been provided by Construction Manager shall likewise be terminated

14.2.4 In the event Owner shall have terminated Contractor's employment pursuant to paragraph 14.2.1, then, and notwithstanding any dispute by Contractor regarding the validity of such termination or the dispute resolution method to be used, and anything to the contrary notwithstanding, unless otherwise specified in writing by Owner in the termination notice to Contractor, Contractor shall withdraw its employees from the Site in an orderly manner, and the dispute resolution method shall be used solely with regard to the determination of damages.

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

14.3.1 Owner or Construction Manager may, without cause, order Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as Owner may determine.

14.3.2 Any Claim for adjustment in the Contract Sum caused by suspension, delay or interruption under this paragraph shall be made pursuant to Article 12 and Paragraph 8.3. No adjustment shall be made to the extent that:

(1) performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

(2) an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY OWNER FOR CONVENIENCE

14.4.1 Owner, through Construction Manager, may, at any time upon written notice to Contractor, terminate the Contract without cause so long as Owner pays Contractor for the Work performed by Contractor to the date of termination, plus a proportionate amount of Contractor's Fee based upon the percentage of the completion of the Work. Owner shall, upon Contractor executing such confirmatory assignments as Owner shall request, accept and assume all of Contractor's obligations under all subcontracts and purchase orders for services and materials executed in accordance with the terms of the Contract Documents which may accrue after the date of such termination and which Contractor has incurred in good faith in connection with the Work. Contractor shall not be entitled to anticipated profits on Work unperformed or on materials or equipment unperformed or on materials or equipment unfurnished.

ARTICLE 15

DISPUTE RESOLUTION

15.1 DISPUTE RESOLUTION

15.1.1 In the event of any dispute arising by or between Owner and Contractor, each party shall continue to perform as required under the Contract Documents, notwithstanding the existence of such dispute. In the event of such a dispute, Owner shall continue to pay Contractor as provided in the Contract Documents, except only such amount as may be disputed.

15.1.2 If any Claim has not been settled or resolved within thirty (30) days after written notice thereof to the other party hereto, within twenty-one (21) days after receipt or delivery (as the case may be) of such notice, Owner shall send written notice to Contractor specifying whether any unresolved Claim shall be resolved by litigation in a court of competent jurisdiction located within Lucas County, Ohio. Either party may then commence litigation in Lucas County, Ohio.

15.1.3 Owner may implement from time to time non-binding alternate dispute resolution procedures as a condition to litigation and Contractor agrees to abide by such procedures.

ARTICLE 16

ADDITIONAL PROVISIONS

16.1 PREVAILING WAGE

16.1.1 The Davis Bacon and Related Acts (DBRA) requires all contractors and subcontractors performing work on federal or District of Columbia construction contracts or federally assisted contracts in excess of \$2,000 to pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts.

In addition to the Davis Bacon Act itself, Congress added Davis-Bacon prevailing wage provisions to approximately 60 laws—"related Acts"—under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance. (Examples of the related Acts are the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.) Generally, the application of prevailing wage

requirements to projects receiving federal assistance under any particular "related" Act depends on the provisions of that law.

The U.S. Department of Labor (DOL) has oversight responsibilities to assure coordination of administration and consistency of enforcement of the labor standards provisions of the Davis Bacon and Related Acts. Under this authority, DOL has issued regulations establishing standards and procedures for the administration and enforcement of the Davis-Bacon labor standards provisions. Federal contracting agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions in covered contracts for which they are responsible or to which they provide federal assistance under laws they administer.

Within DOL, the Employment Standards Administration's Wage and Hour Division (WHD) is responsible for administration and enforcement of the DBRA.

Prime contractors are solely responsible for informing their subcontractors of these requirements. For more information relating to the above, please visit <http://www.wdol.gov>.

16.1.2 Every Contractor and/or Subcontractor, as soon as Work begins under its contract, shall furnish to the Project's prevailing wage coordinator a schedule of dates during the life of the contract on which wages will be paid to employees performing Work. Contractor shall also deliver to the Project's prevailing wage coordinator one (1) certified copy of the payroll of the Project within two (2) weeks after the initial pay date. Supplemental reports shall be made biweekly thereafter and shall be attached to each monthly payment request.

16.1.3 Each monthly report shall state the period covered and exhibit for each employee paid on the Project, his/her name, current address, Social Security number, number of hours worked each day on the Project during the reporting period, the total hours worked each week on the Project, as well as the total work on other projects, the hourly rate of pay, the job classification, fringe payments, all deductions from wages and net pay.

16.1.4 Each report shall also have a certification executed by Contractor, Subcontractor or duly appointed agent thereof. It shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by the Davis Bacon Act. It shall also state the name of the union or plan to which the withheld or unpaid fringes are to be paid. The first report shall also list each fringe and state if it is paid as cash to the employee or to a named plan.

16.1.5 Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors.

EXHIBIT A

PROGRESS PAYMENTS

1 Partial payment to Contractor for labor performed under with a unit or lump sum price contract shall be made at the rate of ninety-two percent (92%) of the estimates prepared by Contractor and approved by Architect and Construction Manager. All labor performed after the job is fifty percent (50%) completed shall be paid for at the rate of one hundred percent (100%) of the estimates submitted by Contractor and approved by Architect and Construction Manager. In addition to all other payments on account of work performed, there shall be allowed by Owner and paid to Contractor a sum a rate of ninety-two percent (92%) of the invoice costs, not to exceed the bid price in a unit price contractor, for materials delivered on the Site; provided, that, such materials have been inspected and found to meet the Specifications. The balance of such invoiced value shall be paid when such materials are incorporated into and becomes a part of such building, construction, addition, improvement, alteration or installation unless Contractor does not prosecute the Work with diligence as set forth in the Contract Documents.

2 From the date the Work is fifty percent (50%) completed, the 8% of the contract amount that is held back for the faithful performance of work shall be kept by the Owner until the Construction Manager has signed off that the work is completed satisfactorily. After the contract is fifty percent (50%) complete no further funds shall be retained. Payment based on any certified payment application will be made within thirty (30) days following receipt of the certified application by Owner and Construction Manager. The time to process and certify the application by Construction Manager and Architect will not count towards the thirty (30) day payment period.

3 By submitting any Application for Payment, Contractor attests to the accuracy of the amounts requested, represents that the Work has been satisfactory executed in compliance with the Contract Documents and that Contractor is entitled to the amount shown. By submitting the second or any subsequent Application for Payment, Contractor attests that it has paid all just claims for labor, materials, equipment, subcontracts or other expenses represented by all previous Applications for Payment.

4 Concurrent with the submittal of each Application for Payment completed by Contractor, Subcontractors and suppliers during the period, Contractor shall furnish Affidavit and Waivers of Lien evidencing that all wages for labor and all invoices for materials or services for work performed by Contractor's own work forces included in the previous partial payment have been paid in full. Furnishing of Affidavits and Waivers of Lien, in forms as approved and when required by Construction Manager, shall be a prerequisite to the issuance of all Certificates of Payment.

5 Full or partial payment on the Contract Sum or in reducing the retained amount (percentage) shall not relieve Contractor or its surety from fulfilling all obligations of this Contract, including guarantee of the work. Under the conditions of the Contract, Contractor and its surety agree that they waive any actual or alleged rights of subrogation or action against Owner, Construction Manager and Architect as a result of such payments being made. The surety may at any time examine the status of Work and may request the Owner and/or Construction Manager withhold additional sums as they consider appropriate to protect their interests.

(EXHIBIT B)
COUNTY OF LUCAS CONTRACTOR INSURANCE

21 INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly employed by any of them, or by any one for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability, benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, sickness or disease or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificate of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK naming OWNER and Lathrop as additional insured. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

21.3.1 Comprehensive General Liability and Property Damage, Contractor's Protective Liability, Contractual Liability, Completed Operations-Products, Automobile Bodily Injury and Property Damage, owned and non-owned and hired vehicles and Owner's Protective Liability. The latter policy shall name as the insured the OWNER. If excluded from CONTRACTOR'S standard coverages, the following shall be deleted for policies provided under the CONTRACT DOCUMENT EXCLUSIONS: (1) "Underground Operations" (2) "Third Party Beneficiary" and (3) "Collapse" - where exposure is determined. Bodily Injury Liability and Property Damage Insurance shall cover the use of "Explosives" if used in performance of the CONTRACT. Insurance should be placed with a carrier with an AM Best Rating of at least an A-.

The types and minimum limits of insurance shall be as follows:

Commercial General Liability Insurance - General Aggregate Limit - \$2,000,000

Products-Completed Operations- Aggregate Limit - \$2,000,000

Personal and Advertising Injury Limit - \$1,000,000 Each Occurrence Limit - \$1,000,000

Comprehensive Automobile Liability Bodily Injury & Property Damage Liability Limit Each Occurrence - \$1,000,000

The above minimum coverages may be obtained through the primary insurance or any combination of primary and umbrella insurance. In addition, the General Aggregate Limit shall be required on a per project basis.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause such SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

22. INDEMNITY

22.1 PROFESSIONAL LIABILITY Relative to any and all claims, losses, damages, liability and costs, the CONTRACTOR agrees to indemnify and save the County of Lucas, its officials and employees (herein after "County") harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the CONTRACTOR or its employees.

22.2 NON PROFESSIONAL LIABILITY To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the County of Lucas, its officers, officials and employees (hereinafter "County"), or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of the acts or omissions of the CONTRACTOR, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by the acts or omissions of the CONTRACTOR, any subCONTRACTOR(s) of the CONTRACTOR, its agents, or anyone directly employed by them or anyone whose acts they may deem liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph 22.2. It is understood and agreed that this indemnification obligation is enforceable to the full extent permitted by Ohio Revised Code Section 2305.31.

22.3 It is expressly understood and agreed that these indemnification obligations are enforceable to the full extent permitted by Ohio Revised Code Section 2305.31. In any and all claims against the County by any employee of the CONTRACTOR, and any subCONTRACTOR(s) of the CONTRACTOR, agent or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. CONTRACTOR hereby expressly waives the immunity provided to CONTRACTOR by Article II, Section 35, of the Ohio Constitution and Ohio Revised Code Section 4123.74 and 4123.741, all regarding worker's compensation immunity, so that this indemnification obligation may be enforced by the County of Lucas against CONTRACTOR in those instances.

22.4 If the CONTRACTOR subcontracts with the County, the CONTRACTOR shall require its subCONTRACTORS to indemnify the County of Lucas in accord with Article 22.

22.5 CONTRACTOR Responsible - The CONTRACTOR expressly understands that the insurance requirements as outlined above are minimum requirements to be met under the contract and does not in any manner represent that the limits, coverage or policy forms are sufficient or adequate to protect the interest or liability of the CONTRACTOR and/or its subCONTRACTORS.

EXHIBIT C

CHANGE ORDER PRICING

1. The increase or decrease in the Contract Sum shall be determined in one of the following ways and, unless otherwise approved or directed by Owner, in the precedence of the order listed:

- (a) by an accepted unit price included in the Agreement;
- (b) by a lump sum cost acceptable to Owner and Construction Manager, based on Contractor's detailed, itemized breakdown of the actual basic costs, with allowance for Contractor's profit and overhead, as provided for under Subparagraph 3 below.
- (c) by mutually agreeable unit prices for the Work, with allowance for Contractor's profit and overhead, computed in a similar manner as provided for in Subparagraph 3 below.
- (d) on the actual Cost of the Work, as determined by payroll records and paid receipts, plus allowances for profit and overhead, as provided for in Subparagraph 2 through 11 below, subject to the predetermined maximum amount.

2. Except for unit prices included in the Agreement, and unless otherwise approved by Owner and Construction Manager, for proposed changes in the Work Contractor shall submit an itemized list of quantities with the applicable unit cost and extended price for each, in such form and detail as required by Owner. Unit prices set forth in the Agreement are not subject to further profit or overhead adjustments, nor the conditions of Subparagraphs 2 through 11 below. The Contract Sum will be adjusted by the direct extension of the number of units and the unit cost price.

3. The maximum that will be allowed for overhead, profit or commission shall be as follows, expressed as a percentage of the actual basic cost of the change. The percentages for profit, overhead and commission allowed by Owner may be less, depending on the nature, extent or complexity of the change, where the percentage is not commensurate with the responsibility and administration involved (such as Contractor merely processing a Change Order to a Subcontractor), but in no event shall they exceed the following, as applied to labor and materials:

	Overhead/Profit
(a) To Contractor for Work performed with its own forces	8%
(b) To Contractor for Work performed by other than its own forces	5%

4. Material costs shall be at the actual costs to Contractor. Upon request, Contractor shall submit evidence to Construction Manager to substantiate the costs. Materials shall be quoted at trade discount prices, with quantity discounts also applied where the quantities warrant. In any proposal with material credits, the credit shall be based on the actual contract cost for the materials (including trade and quantity discounts) less any charge actually incurred for handling or returning a material that has been delivered.

5. The percentages allowed for overhead and profit under Subparagraph 3 above shall be deemed to include: (1) field and office supervision and administration, including the field superintendent and administrative foremen; (2) general insurance, except that listed as the labor burden; (3) use of small tools; (4) shop burden; (5) equipment rental (other than required additional hoisting equipment or required equipment necessary solely as a result of the change); (6) estimating and administrative costs; (7) indirect costs related to the Work, including impact costs resulting from the performance of cumulative Change Orders; and (8) any other costs resulting from the change not expressly enumerated as a cost of the work.
6. Except for changes based on unit prices included in the Agreement, costs changes shall be computed by determining the actual cost of the work to which the overhead and profit figures may be added
7. Subcontractors shall compute their costs in the same way and are subject to the maximum percentage for overhead and profit, which they may divide among the various tiers as they agree upon. No more than three (3) stated percentages for overhead, profit and commission will be allowed.
8. For changes involving extra cost by Contractor and Subcontractor, the overhead and profit, shall be applied only to the net difference where the extra exceeds the credit.
9. For changes involving both extra and credit amounts, the overhead and profit, or commission, shall be applied only to the net difference where the extra exceeds the credit.
10. For changes resulting in a net credit in the basic costs, an allowance for overhead, profit or commission shall be credited to Owner, as determined by Construction Manager.
11. On changes where the value or extent of Work cannot be reasonable predetermined or agreed upon, Owner, through Construction Manager, may authorize Work to proceed on an agreed upon cost plus basis, not to exceed a predetermined maximum amount authorized by Owner and Construction Manager. In such cases, the basic costs and mark-up for overhead, profit and commission will be in accordance with this Exhibit.

SECTION F - PRICING

PRICING SHEET

Lucas County Road Maintenance Building

Company Name _____

Street Address _____

City, State, Zip _____

Mailing Address _____
(If Different)

Contact Name _____

Phone No. _____

Fax No. _____

Email Address _____

DUE: October 4, 2012 @ 2:00 PM LOCAL TIME

TO: Lucas County Commissioners
One Government Center, Suite 480
Toledo OH 43604-2259

We, the undersigned, having carefully examined the Bid Documents agree to perform all work required by these documents heretofore submitted to bidder, as modified by any addenda listed herein.

1.0 **BASE BID**

Provide all necessary labor, material, supervision, taxes, insurance, cartage, storage, temporary protection, tools, equipment, layout, field engineering, and all things necessary or incidental to furnish, deliver and install complete in every detail the Work as defined by the drawings and specifications for the lump sum price of:

BID ITEM:

1.1 Lucas County Road Maintenance Building – Pre-Engineered Metal Building System:

Base Bid Amount: _____

_____ Dollars \$: _____

4. CONTRACTOR'S FEE

After the signing of the contracts for the work included for this project, in the event it becomes necessary to authorize changes to the Scope of Work included in the Base Bid, the following "fees" shall apply.

- a. For additional work performed by your own forces, a fee of eight percent (8) of the approved cost of the work.
- b. For additional work performed by Subcontractors, a fee of five percent (5) of Subcontractor's approved cost of the work.

The "fee" stated above shall be the total amount to be added to the "approved cost" of the extra work and shall include "Profit and Overhead".

Cost shall be limited to the following: Cost of materials, including applicable tax and cost of delivery, cost of labor and applicable fringe benefits including Social Security, and Unemployment Insurance (labor cost may include a pro rata share of foreman's time; Workmen's Compensation and other applicable insurance); rental value of power tools and equipment.

Profit and Overhead shall include the following: travel, supervision, wages of timekeepers, watchmen and clerks, small tools, incidentals, general office expense and all other expenses not included in "Cost". The cost as used herein shall include all items of labor, materials, and equipment.

Fee shall include all profit and overhead and shall include the following: Travel other than required by Labor Agreement for trades directly involved in the work, supervision, wages of timekeepers, field engineers and clerks, small tools, incidentals, general field and main office expense and all other expenses not included in "Cost".

5. ADDENDA

In the event that addenda have been received during the bidding period covering changes to the bid documents, the undersigned bidder subscribes to the following statement:

The work described in the following addenda is included in this proposal:

Addendum No. _____, Dated _____ Addendum No. _____, Dated _____

Addendum No. _____, Dated _____ Addendum No. _____, Dated _____

8. TIME OF COMPLETION

The undersigned bidder agrees to complete the work in accordance with the project schedule, as outlined in the Bid Documents.

9. REJECTION OF BIDS

The undersigned bidder acknowledges that the Owner reserves the right to reject any or all proposals and to award the work to other than the low bidder.

All bids will be opened publicly.

10. SITE INSPECTION

The undersigned bidder acknowledges that bidder has been afforded the opportunity to inspect the jobsite to arrive at a clear understanding of the conditions under which the work is to be done; to compare the site with the drawings and specifications; to satisfy bidder as to the condition of the premises; existing obstructions; condition, location, and size and configuration of buildings and areas allocated for construction purposes; location and availability of roads; location and availability of utilities, including the electrical characteristics of the available power; proximity and nature of Owner's existing operations; and any other conditions affecting the performance of the work.

No allowances or extra consideration on behalf of the undersigned bidder will be allowed by Owner by reason of additional costs, damages or other difficulties incurred by the undersigned bidder that could have been avoided had an adequate site inspection been undertaken by him.

11. EEO AND MBE

The undersigned bidder agrees to comply with all applicable local, state, and federal EEO and MBE goals and additional goals as set forth in the bid documents. See attached MBE Affidavit of Compliance and Bidder MBE Utilization Forms.

12. PRICE GUARANTEE

The undersigned bidder agrees that this proposal will remain firm for a period of not less than sixty (60) days and a maximum of _____ days.

13. LEGAL STATUS AND SIGNATURE OF BIDDER

Check one of the following:

- a. Bidder is an individual _____.
- b. Bidder is a corporation _____.
- c. Bidder is a partnership _____.

- 1) If Corporation -
State of Corporation _____

States in which qualified to do business -

2) If partnership, list names of all partners.

Name of Contractor

By (Signature)

Title

Address of Bidder

SECTION G - BID GUARANTEE & CONTRACT BOND

BID GUARANTEE & CONTRACT BOND
(Section 153.571 Ohio revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

(Name and Address)

As Principal and _____
(Name of Surety)

As Surety, are hereby held and firmly bound unto the Board of Lucas County Commissioners, hereinafter called the Oblige, in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on _____ to undertake the project known as:

12-026P, Pre-Engineered Metal Building System, Village of Holland

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of _____

_____ Dollars (\$_____). If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the obligee accepts the bid of the Principal and Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Oblige does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Oblige accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every conditions of such Contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material herefore; and shall pay all lawful claims of subcontractors, herefore 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 materialman or laborer having a just claim, as well as for the Obligee 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 Survey for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The above Surety hereby certifies that it is authorized by the superintendent of insurance, State of Ohio to execute the above bond and tht the liability incurred is within the limits proscribed by Section 3929.121 of the Ohio Revised Code.

THE SAID Surety hereby stipulates and agrees that no modification, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications herefore shall in any wise affect the obligation of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This _____ day of _____, 20_____.

PRINCIPAL:

By _____

Title: _____

SURETY:

SURETY COMPANY ADDRESS:

By: _____
Attorney-in-Fact

_____ City State Zip

SURETY AGENT'S ADDRESS:

_____ Agency Name

_____ Street State Zip

_____ City

SECTION H - CONTRACT

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ by and between Lucas County, Ohio, hereinafter called "COUNTY", and _____ hereinafter called "CONTRACTOR"

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

Section 1. The CONTRACTOR shall provide the work in accordance with The Specifications for _____ dated _____ and CONTRACTOR'S response to said specifications submitted _____.

Section 2 The CONTRACTOR shall furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the performance of the Work.

Section 3. The parties agree that the actual work shall not commence prior to date of this agreement and shall be completed on or before the date established by the project schedule.

Section 4 The CONTRACTOR agrees to perform all of the work described in the contract documents and to comply with the terms therein for the sum of (In words and figures) _____.

Section 5 Payments by the COUNTY to the CONTRACTOR shall be made according to the following schedule: on an as-completed basis billed monthly.

Section 6. All payments shall be payable to the CONTRACTOR in U.S. dollars at the CONTRACTOR'S address as the CONTRACTOR directs in writing.

Section 7. The term "Contract Documents" means and includes the following:

- A) Agreement with Attachments
- B) Specifications for _____ dated _____.
- C) Bid and Proposal submitted by _____ in response to the Specifications for Request as previously mentioned.
- D) Notice to Bidders
- E) "Best Bid" Criteria Form
- F) Notice of Award
- G) Instructions to Bidders
- H) Definitions
- I) Bid Guaranty and Contract Bond
- J) Performance Bond (to be used only if Bid Guaranty and Contract Bond are not used)

- K) Delinquent Personal Property Tax Statement
- L) Project Labor Agreement (PLA) (applicable if project is over \$100,000)
- M) Wage Determination, Lucas County and Prevailing Wage Instructions
- N) Certificate of Drug-Free Workplace Compliance
- O) General Conditions
- P) Notice of Commencement / Notice to Proceed
- Q) Construction Contract Exemption Certificate
- R) Power of Attorney
- S) Additional Terms and Conditions

Section 8. This Agreement in no way precludes, prevents, or restricts the CONTRACTOR from obtaining and working under an additional contractual arrangement with other parties aside from the COUNTY, assuming that the contractual work in no way impedes the CONTRACTOR'S ability to perform the services required under this Agreement. The CONTRACTOR warrants and represents that at the time of entering into the Agreement it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement which will conflict with or impede its ability to perform the required services under this Agreement.

Section 9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies, each of which shall be deemed an original on the date first above written.

CONTRACTOR:

Please report your Employer Identification Number in the place provided.

Emp. I.D. No.: _____

Name: _____

Address: _____

Phone Number: _____

By: _____

Title: _____

**BOARD OF LUCAS COUNTY
COMMISSIONERS LUCAS COUNTY, OHIO**

APPROVED AS TO FORM:
Julia R. Bates,
Prosecuting Attorney

Pete Gerken, President

Tina Skeldon Wozniak, Commissioner

Carol Contrada, Commissioner

SECTION I - PROJECT LABOR AGREEMENT FOR BIDDERS

NOTICE TO BIDDERS **PROJECT LABOR AGREEMENT POLICY**

All bidders should be aware that this project may be subject to the Lucas County Board of County Commissioner's Project Labor Agreement Policy. Pursuant to Commissioners Policy 11L Amendment E as approved by Resolution No. 11-875 of the Board, all construction projects, \$100,000 or greater, supported under the County's authority pursuant to section 307.86 of the Ohio Revised Code, shall require the execution of a project labor agreement between the successful bidder, and all of the bidder's contractors and subcontractors, and the Northwest Ohio Building and Construction Trades Council and its affiliated local unions. An executed project labor agreement must be on file with the Clerk of the Board prior to the issuance of a letter of intent, notice of commencement or purchase order allowing work to beginning. Project labor agreements shall not be utilized for projects which utilize State and/or Cooperative Purchasing Alliances including but not limited to Ohio DAS State Contracts, National Joint Purchasing Alliance, and NACO Cooperative Purchasing Alliance, ODOT Contracts, and Price Agreements.

At such time that a project is awarded by the Lucas County Board of County Commissioners, the successful bidder, and all the bidder's contractors and subcontractors, shall have fifteen (15) county working days to participate in a pre-job meeting with the Northwest Ohio Building and Construction Trades Council and appropriate affiliated local unions; execute a project labor agreement; and file said project labor agreement with the Clerk of the Board of Lucas County Commissioners at One Government Center, Suite 800, Toledo, Ohio 43604. Please ensure that an appropriate email address is provided in all bid packets so that if awarded a project, the Clerk of the Board may provide notification in a timely manner to engage this process. Attached is the approved project labor agreement template for your review.

PROJECT LABOR AGREEMENT

Between

(Contractor)

And

**NORTHWESTERN OHIO BUILDING AND CONSTRUCTION
TRADES COUNCIL**

Covering

(Project Name)

PROJECT LABOR AGREEMENT

This Agreement is entered into this ___ day of _____, 20__ by and between, _____ ("Contractor"), acting on its behalf and on behalf of all "Contractors" as herein defined, and the Northwestern Ohio Building & Construction Trades Council ("NWOBCTC"), acting on its own behalf and on behalf of all affiliates and members whose names are subscribed hereto, and who have, through their duly authorized officers, executed this Agreement, ("Union") with respect to the construction of the _____ project located in _____, Ohio, the total overall project cost of which is greater than \$100,000 ("Project").

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in construction work within the scope of this Agreement. The term "applicable local collective bargaining agreement" means the labor agreement of an affiliated local union to the NWOBCTC that covers the work being performed on the Project within its work jurisdiction/scope of work.

The Unions and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement.

ARTICLE I INTENT AND PURPOSE

- 1.1 The Parties to this Agreement express through this Agreement their mutual and sincere commitment to the families and quality of life within Northwest Ohio by; (a) helping to ensure that the 12,000-plus building tradesmen and their families directly benefit from the construction of the region's public and civic infrastructure; (b) supporting the investment made in training local building tradesmen to ensure the highest quality construction, and (c) protecting the area standards for wages and benefits realized through the process of collective bargaining by imposing union scale for all work covered by this Agreement.
- 1.2 The Owner, Contractor(s), and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together cooperatively to furnish skilled, efficient, craftsmen who, whenever possible, reside in the local area. The intent and understanding of the parties is to maximize the employment opportunities of skilled craftspeople living within the local area.

- 1.3 The purpose of this Agreement is to establish conditions for the prompt and efficient completion of construction work on the Project and to secure optimum productivity by providing close cooperation between the Employer and the Union. The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.
- 1.4 A primary incentive for entering into this Agreement is elimination of the risk of delays and disruption caused by labor disputes and unrest. This Agreement creates effective and binding methods for the settlement of all disputes or grievances, which may arise on the Project. There shall be no strikes, work stoppages or lockouts for any reason whatsoever.
- 1.5 Further, the parties recognize the advantages of this project-specific Agreement. In part, those benefits include standard work rules and prohibitions against strikes, lockouts, slowdowns, and other work stoppages during the course of construction. The parties recognize the need to minimize the impact of construction industry challenges such as the short-term nature of employment, which makes post-hire collective bargaining difficult, and to address the contractor's need for predictable costs and a steady supply of skilled labor.

ARTICLE II SCOPE OF AGREEMENT

- 2.1 This Project Agreement shall apply to all work recognized and accepted within historical definitions of construction work under the direction of and performed by the Contractor(s), of whatever tier who have contracts awarded for such work on the Project. Such work shall include site work and dedicated off-site work.
- 2.2 The scope of work includes all work assigned by the Owner to the Contractor(s). To the extent any work covered by a Contractor's construction contract for the Project entails work beyond the historical definition of "construction work," including but not limited to off-site fabrication, assembly, insulation, skids, modules, manufacture and related preparatory work, all Contractors agree to pay their employees not less than the wage and fringe benefit rates set forth in the applicable local collective bargaining agreement. Any such work to be subcontracted shall only be subcontracted to contractors who pay their employees for such

work at wage and fringe benefit rates not less than those set forth in the applicable local collective bargaining agreement.

- 2.3 All work within the scope of this Project Agreement shall be performed only by contractors and subcontractors that are signatory to this Project Agreement. The Owner shall require all Contractors of whatever tier, as a condition of being awarded contracts for work covered by this Agreement, to accept, execute and be bound by the terms and conditions of this Project Agreement prior to commencing work on the Project. The Contractor is responsible for ensuring that its subcontractors become signatories to this Agreement and abide by its terms.
- 2.4 The terms and conditions of the applicable local collective bargaining agreements covering the craftwork being performed shall govern the terms and conditions of employment of employees on the Project, other than as explicitly set forth here.
- 2.5 It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article IV (No Strikes and No Lockouts); Article VI (Settlement of Grievances and Disputes); and Article VII (Jurisdictional Disputes) of this Project Agreement, which shall apply to such work.

ARTICLE III UNION RECOGNITION

- 3.1 The Contractor(s) recognize the Union(s) as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.
- 3.2 All employees while covered by this Agreement: (1) in the employ of the Contractor at the time the Contractor enters into this Agreement shall, on the 8th day of employment hereunder, become members in good standing of the union, and so remain during the term of this Agreement; (2) hired by the Contractor after entering into this agreement shall, during the term of this Agreement, be hired according to the terms and conditions of the applicable local collective bargaining agreement and, as a condition of employment, shall become members in good standing of the union on the 8th day of employment and so remain for the term of this Agreement.

- 3.3 Each employee shall be required to comply with the Union security clause set forth in the applicable local collective bargaining agreement for the duration of the Project.
- 3.4 Upon being presented with a written authorization form by an employee covered by this Agreement, the Employer will deduct from the wages of such employee and remit to the Union all initiation fees, dues, and representation fees in accordance with the signed authorization.

**ARTICLE IV
NO STRIKES AND NO LOCKOUTS**

- 4.1 The Union and its members, agents, representatives and employees shall not allow, incite, encourage, condone or participate in any strike, walkout, slowdown, picketing, sympathy strike or other work stoppage of any nature whatsoever for any cause whatsoever, whether jurisdictional or otherwise, or observe any picket of any nature during the term of this Agreement. Any such action by the Union or its members, agents, representatives and employees shall constitute a violation of this Agreement.
- 4.2 All employees shall continue to work and to perform all their obligations on the Project despite the expiration of any local collective bargaining agreement.

**ARTICLE V
WAGES AND FRINGE BENEFITS**

- 5.1 Wages and fringe benefits to be paid for all work within the scope of this Agreement shall be the rates set forth in the applicable local collective bargaining agreement. The Contractor shall pay employees the prevailing wage rate as set forth in R.C. Chapter 4115 for all work performed on the Project that is not covered by an applicable local collective bargaining agreement.
- 5.2 Upon notice to the Owner that a Contractor is delinquent in its obligation to make fringe benefit contributions, the Owner shall withhold such sums from the monthly progress payment(s) to the Contractor and shall pay such sums directly to the appropriate fringe benefit fund(s).
- 5.3 Any future wage or fringe benefit increases negotiated and established by an applicable local collective bargaining agreement shall be paid retroactively to the expiration of the preceding local agreement.

ARTICLE VI
SETTLEMENT OF GRIEVANCES AND DISPUTES

- 6.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.
- 6.2 The Contractors, Unions and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.
- 6.3 Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

- 6.4 The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE VII JURISDICTIONAL DISPUTES

- 7.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 7.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement,

shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

- 7.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.
- 7.4 Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE VIII SAFETY

- 8.1 The Employer and their employees shall comply with all applicable federal and state laws, ordinances and regulations relating to safety and health. All employees shall comply with the reasonable safety regulations as established by the Employer.

ARTICLE IX UNION REPRESENTATION

- 9.1 The designated representative(s) of each local union signatory to this Agreement shall be permitted to enter the Project site upon notification to the Employer. Such designated union representative(s) will be permitted on the Project site without an escort. The privilege to move unescorted on the Project site is extended to the designated union representative(s) upon the understanding that such representative(s) will not disrupt the efficient operation of the Project and that the privilege will not be abused.
- 9.2 The Unions shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified workman performing the work of that craft and shall not exercise any supervisory functions. There shall be no non-working stewards.
- 9.3 Visitors, including Union representatives and agents, shall not interfere with the work of the employees. In addition, they shall fully comply with the visitor safety and security rules established for the Project.

**ARTICLE X
HELMETS TO HARDHATS**

- 10.1 The Contractor and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractor and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by parties.
- 10.2 The Unions and Contractor agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project to the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

**ARTICLE XI
TERM OF AGREEMENT**

- 11.1 This Agreement shall become effective on the ____ day of _____, 20__, and shall remain in full force and effect as to each part or phase of construction work until all parts and phases have been accepted by the Owner.

**ARTICLE XII
INCLUSION**

- 12.1 The Parties intend for the Project to bring great opportunities for contractors as well as the local workforce. A principal goal of the Owner is to ensure that, to the extent legally permissible, it uses Minority Business Enterprises and Women's Business Enterprises, which are qualified to perform work on the construction of the Project. The Owner's goal is to achieve a percentage, which the Owner reasonably arrives at and includes in its diversity plan, for MBE/WBE involvement for the construction of the Project, regardless of union affiliation. All minority participation is subject to inclusion in Owner's periodic reports to certain regulatory and legislative bodies.
- 12.2 The Parties agree to use their best efforts (including without limitation accommodation on fringe bonding and other financial hurdles) and cooperate in order to meet or exceed the above stated goals. The Union

shall also provide the Owner, upon its request, with any data, statistics and/or information that the Union possesses, relating to the stated hiring goals. Further, in the event that the Union contractors are not available or qualified to meet the diversity goal or if they fail to utilize best efforts relative to diversity, the Union shall not object and it will not be a contract breach for the Owner to use non-union contractors for such work.

**ARTICLE XIII
INCLUSION ADVOCACY**

- 13.1 The Parties will mutually agree upon a system to monitor and enforce the inclusion commitments in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall be deemed effective as of the date stated in Article XI.

ON BEHALF OF THE CONTRACTOR:

Signature

Title

ON BEHALF OF THE UNIONS:

Signature

Title

Lucas County Road Maintenance Building PROJECT SAFETY AND FIRE PROTECTION PROGRAM

SAFETY PROGRAM

This Project Safety Program embodies the prevention of accidental injury, occupational illness and property damage. Each Prime Contractor and their Subcontractors shall provide and maintain a safe, hazard free workplace for their employees, for fellow workers and the general public. As a minimum, the Prime Contractor's Safety Plan shall incorporate all of the principles of the Project Safety Program.

This Project Safety Program shall ensure the involvement and active participation of all Project Employees by requiring safety training, which will promote recognition of unsafe acts, potential and actual hazards and the immediate corrective action to be taken. All employees shall be constantly aware of their responsibility to work in a safe manner.

Each Prime Contractor and their Subcontractors have a contractual obligation to the Lucas County Commissioners to perform their work using safe methods and to comply with this Project's Safety Program, the Occupational Safety and Health Administration (OSHA) regulations contained in 29 CFR 1926, and all other Federal, State and Local Codes and Regulations. Where this safety program is the more stringent than any of the referenced regulations, it shall take precedence. Reference to "Trade Contractor" is the same as "Prime Contractor" or "Subcontractor."

A. PURPOSE

- 1 Prevent jobsite accidents by pre-planning work activities with emphasis on safety.
- 2 Outline the safety duties and responsibilities of all parties on this Project.
- 3 Establish and implement a plan for safety education, training and monitoring to promote management and worker identification and elimination of hazards and unsafe acts.
- 4 Establish a safety committee made up of the CONSTRUCTION MANAGER Representative and superintendent or foremen of each Prime Contractor on this project. The purpose of the Committee is to ensure compliance with this safety program, promote safety training, and act as a resource during emergency events.
- 5 The principles outlined in this program are designed to provide a foundation for a safe working environment. The Lucas County Commissioners request that you give your full support and commitment to this Project Safety Program throughout the construction process. Strict adherence to the intent of this program is considered a contractual requirement. Failure to comply may result in the Lucas County Commissioners withholding payments, until contractor satisfies compliance requirements.

B. SAFETY ORGANIZATION

- 1 Prime Contractor Safety Representatives - Each Prime Contractor shall appoint a Project Safety Representative (i.e. Superintendent or Foreman) who will be on-site 100% of the time and responsible for their work and that of their lower tier subcontractors and suppliers.
- 2 All Project Workers – All employees working on this jobsite are expected to comply with the requirements contained in this Project Safety Program.

**Lucas County Road Maintenance Building
PROJECT SAFETY AND FIRE PROTECTION PROGRAM**

C. RESPONSIBILITY

1. Prime Contractor Safety Representatives

Each Prime Contractor shall designate one individual as a safety representative. These safety representatives shall be certified in CPR and first aid, possess an OSHA 30-hour card and have a working knowledge of the OSHA regulations for construction (29 CFR 1926). They shall attend weekly safety meetings, the weekly toolbox meetings, and have a through working knowledge of the particular hazards of their craft. Their responsibility is to promote the safety of their employees in their area as much as possible. They are expected to be aware of the overall jobsite general safety conditions and to understand the project Emergency Action plan and evacuation procedures, in the event of an emergency situation. They should make other workers aware of unsafe equipment, including extension cords, ladders, etc. and remind their workers to use personal safety equipment, as required, including hard hats, safety glasses, cut resistant gloves, safety vests, etc.

The safety representative shall perform the following duties:

- a. Prepare a Job Safety Analysis of their work tasks each day prior to starting work.
 - b. Prior to the start of each work shift, review their particular work area to ensure that it is safe and that each trade foreman holds a Daily Huddle with their immediate crew members to review the Job Safety Analysis for the task being performed.
 - c. Report and address all safety concerns and poor working conditions.
 - d. Ensure that their employees comply with the Project Safety Program, their Company's Safety Plan, and all Federal, State and Local Codes and Regulations.
 - e. Train their employees to perform their work in a safe manner and the ability to recognize and correct potential and actual hazards and unsafe acts.
 - f. Attend each monthly Project Safety Meeting.
 - g. Chair each weekly Tool Box Talk and provide a copy of the meeting minutes weekly to the Project CONSTRUCTION MANAGER. (Refer to Page 5, D.3)
 - h. Report all safety related matters to Project CONSTRUCTION MANAGER.
 - i. Be responsible for the Trade Contractor Accident Reporting Requirements. (Refer to Page 5, E)
 - j. Obtained an OSHA 30-hour card.
 - k. Make at least Weekly Safety Tours.
 - l. Enforce program disciplinary system when need arises for their employees.
 - 1st Violation – Verbal Warning
 - 2nd Violation – Written warning to employee.
 - 3rd Violation – Permanent suspension from jobsite.
- * Gross disregard for safety procedures can result in immediate removal from the project site, at the discretion of the CM Site Superintendent or Site Safety Manager.

2. All Project Employees

- a. Shall attend their weekly Tool Box Talks.
- b. Shall alert their foremen of hazards and unsafe acts.
- c. Shall notify their foremen immediately of any accident.

Lucas County Road Maintenance Building
PROJECT SAFETY AND FIRE PROTECTION PROGRAM

- d. Shall comply with the Project Safety Program, their Company's Safety Plan, and all Federal, State and Local Codes and Regulations. When the Project Safety Program is the more stringent that is what is required.
- e. Shall wear hard hats and safety glasses at all times!
- f. Shall perform their work in a safe manner for prevention of accidents to themselves, fellow workers, the general public and property of all concerned.
- g. Shall review and become familiar with the site logistics plan. This plan indicates locations of items such as site fence and gates.
- h. Acknowledge and abide by the following jobsite enforcement rules:
 - 1st Violation – Verbal warning.
 - 2nd Violation – Written warning to employee.
 - 3rd Violation – Permanent suspension from jobsite.

Gross disregard for safety procedures can result in immediate removal from the project site.

3. Weekly Tool Box Talks

A short toolbox meeting will be held once a week. A representative of each Prime Contractor will conduct this meeting. Each Prime Contractor must provide minutes of the meeting to CONSTRUCTION MANAGER. The weekly minutes shall contain the following:

- a. Name of contractor and date.
- b. Name of contractor's safety representative.
- c. Printed name and signature of all employees attending and the name of the first aid person.
- d. Number of employees on their payroll that day.
- e. Subjects discussed.
- f. Safety observations and comments from employees.
- g. Injuries the previous week.
- h. Incidents or near misses the previous week.
- i. Scope of work for the week.

Just- in- time safety awareness training will be required when workers are not compliant with safety on the job.

4. Safety Meetings

All contractors' onsite employees shall attend safety meetings as required, including "Safety Stand Downs", scheduled by the Lucas County Commissioners or the Construction Manager and the time and cost will be the responsibility of the worker's employer.

E. PRIME CONTRACTOR ACCIDENT REPORTING

- 1 If an employee or member of the public is injured;

**Lucas County Road Maintenance Building
PROJECT SAFETY AND FIRE PROTECTION PROGRAM**

- a. Each Prime Contractor shall make provisions for immediate and proper first aid and/or medical/hospital treatment for all work related injuries and illnesses of their employees.
- b. Immediately contact CM Superintendent, Paul Lulfs, at 419 466-0167. If unavailable, contact CM Project Manager Ray Benjamin at 419-467-7224.
- c. One copy of all Accident Reports from this Project shall be forwarded within 24 hours to Project CONSTRUCTION MANAGER.

F. VISITORS

Any person not directly involved with the on-site construction of this Project shall not enter the site.

G. BASIC PRINCIPLES OF THE PROJECT SAFETY PROGRAM

1. Compliance - All Project employees shall comply with all Federal, State and Local Codes and Regulations, and this Project Safety & Fire Protection Program. Each Prime Contractor shall ensure that their Prime Contractors and suppliers, regardless of tier, comply with the Project Safety Program, their Company Safety Program and all Federal, State and Local Codes and Regulations.
2. Safety Plans - As a minimum, the Prime Contractor's Safety Program shall incorporate all of the principles of this Project Safety Program. All Prime Contractors shall ensure that their employees know what is contained in and agree to comply with the Project Safety Program.
3. Drug Screening - Each employee must present a drug screen card or similar document as verification of having successfully met the Ohio Bureau of Workers Compensation (OBWC) Drug-Free Workplace Program requirements to their respective employer.
4. Personal Protective Equipment (PPE) – All Prime Contractors shall provide their employees with all safety and personal protective equipment and weather protective gear required for the performance of their work and enforces the use of same. Truck drivers making deliveries will need to wear a hard hat and safety glasses, if they get out of the truck, otherwise, they must stay in the truck.
 - a. Provide their employees all protective equipment and tools, and enforce their use as required by Safety Program, Federal, State and local Codes and Regulations.
 - b. ANSI-approved safety glasses with side shields are required at all times while on the jobsite. Additional eye protection (i.e., face shield, goggles) shall be provided where hazards require.
 - c. Each Prime Contractor shall enforce the wearing of ANSI 289.1-1981 approved hard hats during the total construction of this Project, and shall remove from the Project any employee not complying with this requirement.
 - i. Do not alter suspension of, punch holes in, or paint a hard hat
 - ii. Metal hard hats are not permitted
 - iii. OSHA approved "Cowboy" hard hats are not permitted
 - d. All personnel shall wear shirts with sleeves, long trousers, and work boots.

**Lucas County Road Maintenance Building
PROJECT SAFETY AND FIRE PROTECTION PROGRAM**

5 Fall Protection

All work performed above 6' will be done in conjunction with 100% Positive Fall Protection.

- a. Handrails or tie-off systems must be used.
- b. When tying off is the means of fall protection, a full body harness will be used at all times.
- c. Each contractor is responsible for protecting its own employees by using conventional means of fall protection such as standard guardrails or perimeter cable. The ongoing maintenance and daily inspection of this protection must also be included. If a contractor's employee cannot be protected by conventional methods, then adequate preplanning must be conducted to provide for anchorage points capable of withstanding 5000 lbs. and safety harnesses and shock absorbing lanyards for these employees. Perimeter protection is not designed to withstand 5000 lbs. but is designed for 200 lbs. Perimeter protection should not be used as an anchorage point unless it has been designed to withstand 5000 lbs.
- d. All floor openings exceeding 2 inches in diameter shall be covered, barricaded, or otherwise properly protected. Covers shall be designed to withstand twice the weight of workers, equipment, and materials. Covers shall be secured against displacement horizontally and vertically. All covers shall be marked with the words "HOLE, FLOOR OPENING, OR DO NOT REMOVE."
- e. Each contractor employee exposed to fall hazards must be trained in the recognition of fall hazards, the avoidance of fall hazards, the purpose, use, and requirements of conventional fall protection methods, and the use, inspection, and care of safety harnesses and shock absorbing lanyards.
- f. Since contractors are experts at their specialized trades, they shall provide Construction Manager with their own Fall Prevention Program which describes the methods that they intend to use to provide adequate fall protection for each contractor's specific operations and to comply with OSHA Subpart M, and the six foot rule.

Foot & Hand Protection

- a. At a minimum, sturdy leather work boots are required.
- b. Steel toe boots -- or toe guards -- must be worn when using jack- hammers, tampers and similar equipment.
- c. A mandatory glove policy will be in effect on this project for the activities and / or tasks listed below. This means that employees are required to wear protective gloves 100% of the time, while performing any of the following activities and or tasks: any type of material handling involving metal studs, sheet metal, metal piping, plumbing lines, HVAC duct work, rebar, concrete block, bulk material, or the handling of chokers or slings for hoisting materials; all welding & burning, all cutting by hand activities; all demo. The competent person for each trade or group of employees is expected to select the appropriated cut resistant level glove that best mitigates the potential hazard presented to their employees. The only exception to this policy is if the competent person determines that the use of protective gloves for a specific activity creates a greater hazard.
- d. Hearing Protection must be used by employees to meet OSHA standards, 1926.52.

8. First Aid

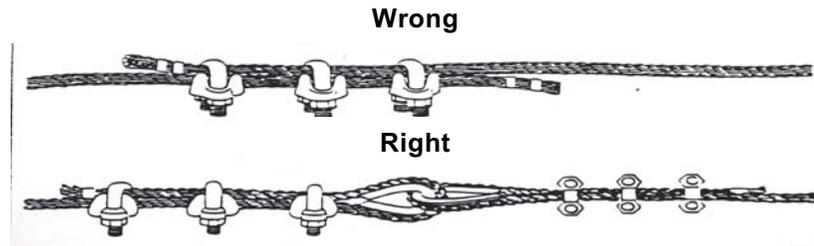
Each Prime Contractor shall have at least one qualified First Aid and CPR trained employee on site full time. The name of this person, along with copies of their current certification cards shall be submitted to Construction Manager at the beginning of work. Upon expiration of such certification, the employee is required to become re-certified.

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PROJECT SAFETY AND FIRE PROTECTION PROGRAM**

9. Perimeter Protection

All cable handrails must be looped connections with three cable clamps on each side of connection.

- a. Must use three clamps per side.



10. Energy Isolation

A Lockout Tag out Program must be submitted by any Prime Contractor, per OSHA 1926.147.

11. Respiratory Protection

Respiratory Protection is required to meet all Federal, State and local OSHA regulations. Respirators are to be worn when working with or exposed to gases, fumes, vapors or dusts above the OSHA-permissible exposure limit (PEL) or when an oxygen-deficient atmosphere exists.

- a. Respirator users must be trained in use, selection, maintenance, storage and inspection prior to use. It is the responsibility of contractor management to train its employees.
- b. Respirator users must have a fit test conducted prior to wearing a negative pressure respirator. It is the responsibility of the contractor to conduct the test.

12. Steel Erection

Fall protection shall be used above 6' in conjunction with 100% Positive Fall Protection. A site specific erection and fall protection plan must be submitted prior to start of erection.

- a. Handrails, a tie-off system or netting must be used.
- b. The area below steel erection activities must be barricaded, to prevent access by unauthorized personnel.
- c. Guardrail cables of one-half inch wire rope or the equivalent shall be installed at 42 & 21 inches high, around the perimeter of each floor and all interior floor openings during erection. These cables shall be maintained to OSHA requirements by the erector until the erector is offsite. The erector and fabricator are responsible for providing means for erecting cable i.e., pre-punch columns, angle iron.
- d. A hoisted steel member shall not be released until it is anchored by at least two bolts at each connection.
- e. Tag lines must be used to control loads.
- f. Personnel are prohibited from climbing columns, walking on beams, traversing the trusses and sitting on top of columns unless fall protection is provided.
- g. Tools and containers for rivets, bolts or welding rods must be secured to prevent falling.
- h. The erector is responsible to determine if extra plumbing equipment is needed, and provide as needed.

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- i. The Controlling contractor will provide adequate lay down and erection site conditions per OSHA 1926.725.
 - j. The steel erector will attend a pre erection meeting with Construction Manager and submit a site-specific erection plan.
13. Confined Space/Vessel Entry
Procedures must be submitted by any Prime Contractor prior to the start of work where they are required per OSHA 1926.146 or facility requirements.
14. Excavations
Before beginning any excavation, the Ohio Utilities Protection Service (OUPS) shall be contacted to identify the location of underground utilities. Excavations greater than 4 feet in depth shall utilize protective systems (i.e. trench shields, sloping, benching, or shoring) at all times to protect employees against potential cave-ins. A competent person shall inspect excavations daily.
15. Electrical
- a. All 120-volt single phase 15 & 20-ampere receptacles shall have approved GFCI's. Special attention should be given to compliance with NFPA70E regarding arc flashing, safe distances and other requirements.
 - b. The electrical contractor must turn in written verification (Inspection Checklist Form 32) weekly to demonstrate that they have tested all GFCI receptacles.
 - c. All temporary lighting shall be run with sheathed multi conductor wire - no single strand wiring allowed. Temporary lighting must never be put on the same circuit as temporary or permanent receptacles; temporary lights must be on a dedicated circuit and cannot be used for power.
 - d. All energized panels shall be covered, secured, and only accessible by a qualified electrician per OSHA 1926.400.
16. Burning, Welding and Cutting
- a. Hot Work is defined as any work using open flames or sources of heat that could ignite materials in the work area. Examples of hot work are:
 - 1. Welding
 - 2. Burning
 - 3. Brazing
 - 4. Propane Smoldering
 - 5. Oxyacetylene Cutting
 - 6. Grinding Ferrous Metals
 - b. Procedures - Before beginning hot work, contact the Site Superintendent or designated Safety personnel to have a Hot Work Permit issued. When welding within 35 feet of combustible material, a fire watch shall be provided and a HOT WORK permit (Form 30) shall be used. Permits issued for the specific job being done, and for a specific time period. The time period is usually for the working shift, but may never exceed twenty-four hours.
 - c. Cylinders shall be secured in an upright position at all times. Oxygen and acetylene cylinders not in use must be separated by 20' or ½ hour fire rated wall.
 - d. The welder must wear the welding hood attached to the hard hat. It is not acceptable to wear the hood without the hard hat.
17. General Safety Rules
- a. Horseplay of any kind is absolutely forbidden on the project site.
 - b. Do not walk or stand, under or beside suspended loads.
 - c. When discarding boards, always remove protruding nails or bend them down.

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- d. The use, possession, sale, transfer or purchase of alcohol, illegal drugs or controlled substances on Lucas County Multi-Purpose Arena property is prohibited.
- e. Firearms and other weapons are forbidden on the jobsite.
- f. Be familiar with the jobsite Emergency Action Plan (EAP), including the identified emergency safety equipment
- g. Exposed vertical reinforcing rods must be provided with approved protective plastic caps, 2 x 4 lumber, etc., to prevent impalement of personnel.
- h. No double-headed nails allowed exposed in handrails or stair rails.
- i. Once a contractor begins his work directly above, below, or within eighteen inches (18") of a floor or perimeter opening, that contractor is to maintain the protection of that opening.
- j. In renovation and/or alteration work, identification of unmarked pipes, energized wiring, and utility shut off locations must be made prior to any demolition or work being performed.
- k. Ipods, mp3 players, or other portable music devices are forbidden on the job site.

18. Public Isolation

All work performed in or adjacent to public spaces will be required to have barricades separating the public from the work. Warning signs shall be posted so as to inform the public of hazards. Flagmen are to be provided when necessary. All public areas are to be kept clean/clear of debris at all times.

H. TOOLS

Repair of power and hand tools, must be performed by qualified personnel.

1. Hand Tools

- a. Inspect all tools before using. Never use defective tools.
- b. Keep hand tools in good conditions -- sharp, clean, oiled, dressed and not abused.
- c. Keep tools subject to impact (chisels, caulking irons and star drills) dressed to avoid flying spills from "mushrooming." Use tool holders.
- d. Do not force tools beyond their capacity or use "cheaters" to increase their capacity.
- e. Do not use tools for pry-bars.
- f. Do not leave tools on scaffolds, ladders or overhead working spaces.
- g. Do not throw tools from one location to another, from one employee to another or drop them to lower levels.

2. Portable Power Tools

- a. Portable power tools must not be operated unless the employee is trained in their use.
- b. Electrical power tools must be double insulated or shall be of an approved system that contains three wires with a ground.
- c. Guards or shields must be installed on all power tools before use.
- d. Electrical power tools are not to be used in explosive atmospheres unless the tool is approved for service in a hazardous location.
- e. Pneumatic-powered tools are to be secured to the hose by positive means to prevent the tool from becoming accidentally disconnected. Radiator-type hose clamps are not permitted on hoses.
- f. Pneumatic hose sections must be wired together at each coupling connection.
- g. Operators of powder-actuated tools must be authorized, must possess valid credentials, and wear proper personnel protective equipment.

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- h. All defective power tools must be taken out of service immediately and tagged defective.
- 3. Extension Cords
 - a. Extension cord sets used with portable electric tools and appliances shall be of three-wire type and shall be designed for hard or extra-hard usage.
 - b. Extension cords and cables must be protected from traffic or sharp corners.
 - c. Cords must be kept out of walkways and other areas where they present trip hazards.
 - d. Electrical connections, cables, etc. must be kept away from water or damp surfaces.
 - e. Inspection and testing of cords shall be performed as required by OSHA 1926.404.
 - f. At the end of each work week, all extension cords powering small tools and equipment will be rolled up and inspected.
 - g. No flat cords allowed.
 - h. Bad cords must be taken out of service and tagged defective and repaired or removed from jobsite.

I. EQUIPMENT

- 1. General
 - a. Each contractor employee has the responsibility to inspect equipment and special hazardous conditions before each use. Defective equipment must be tagged with a "Defective - Do Not Use" tag and taken out of service. Know the limitations of the equipment used and do not exceed those limits.
 - b. Ensure that their Competent Persons completes the below listed safety inspections at the designated frequency and submits them to the Construction Manager.

<u>Inspection</u>	<u>Frequency</u>
Crane Inspections	Before Each Shift
Excavations	Before Each Shift
Hot Work	Before Each Shift
Confined Space	Before Each Shift
Fall Protection Systems	Before Each Shift
Tool Box Talks & Report	Weekly
Scaffold	Before Each Shift
Heavy Equipment	Before Each Shift
GFCI	Monthly
Personnel Hoist	Per OSHA Requirements

- 2. Ladders and Scaffolds

Ladders and Scaffolding must be visually inspected for defects daily

 - a. General
 - 1. Metal or aluminum ladders are not permitted.
 - 2. Do not use ladders with missing or broken rungs or split rails. Defective ladders must be removed from the job site immediately.
 - b. Straight/extension ladders
 - 1. Ladders are to be erected exercising the 4:1 ratio -- for every four feet of ladder height; the base will be placed one foot from the vertical.
 - 2. When in position, a ladder must be securely tied at the top to prevent slipping or secured at the base by a fellow employee.
 - 3. Ladders must be equipped with safety feet.

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4. Never use a ladder in a horizontal position as a platform or scaffold.
5. When working above 6' the worker must follow the 6' Foot Fall
6. Protection Program.

c. Step Ladders

1. Do not use stepladders in the folded position as a straight ladder would be used. Open the legs and secure the locking mechanism.
2. Do not stand on the top two steps of a stepladder.
3. No ladder-jack type work platforms are permitted without prior approval of the Construction Manager.

d. Scaffolds

1. All persons and scaffolds are to be built under the supervision of a Competent Person and meet the specifications required by 29 CFR 1926.451. Fall protection shall be provided at all heights above 6 feet regardless of the type of scaffold. Lean – to scaffolds are prohibited. The Competent person shall inspect scaffolds daily and submit a completed Scaffold Inspection checklist to the Construction Manager each week. Scaffolding shall be erected with one of the following: base plates, screw jacks or casters, on sound, rigid footing. Use of concrete block for footing is not permitted.
2. Scaffolding greater than six feet must be equipped with handrails, midrails, toe boards and deck boards. Cross bracing shall not be used as handrails.
3. A body harness must be worn and properly tied off on any scaffold platform greater than six feet in height and not equipped with standard handrails, midrails or decking.
4. Scaffold planks must extend a minimum of six inches but no more than 12” over the end supports. All scaffold boards are to be cleated on each end and be of scaffold-grade lumber.
5. Provide an access ladder or the equivalent for all scaffolds. Hook-on or attachable ladders shall be installed as soon as scaffold erection has progressed to a point that permits safe installation and use.
6. Scaffolds must be tied off or stabilized with outriggers when the height is more than three times the smaller dimension of the length or the width. Scaffolds must be tied off every 26 feet vertically and every 30 feet horizontally.
7. Suspended scaffolding, such as swinging stages, boatswain ("bos'n") chairs, floats and needle beams, requires special approval by the Safety coordinator before use.
8. While using suspended scaffolding, attach and secure a safety harness before stepping on the platform, and do not remove it until clear of the scaffold. Tie off to an independent lifeline or building structure. Use one lifeline per person.

3. Signs, Signals and Barricades

- a. At locations where potential hazards exist, contractor personnel shall be responsible for posting, installing and maintaining signs, signals and barricades to detour the passage of persons or vehicles.
- b. Barricades must be 42 inches high. Barricades shall be kept back six feet from the edge of excavations, holes and platforms. On roofs warning lines must be at least fifteen feet from leading edge (six feet for roofers).
- c. Contractor employees shall obey all signs, signals and barricades, which are posted to warn of potential or existing hazards.
- d. Flagmen must wear red or orange vests, and the flags must be red and at least eight inches square.
- e. The selection and use of signs and tags shall be in conformance with ANSI requirements.

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- f. Red barricade tape is to be used in situations where entry is prohibited or requires special permission. Yellow tape with caution warnings is to be used where entry is allowed as long as the cautions are followed.
4. Rigging/any contractor performing rigging must have a qualified rigger
- a. The qualified rigger shall inspect all rigging prior to each shift.
 - b. Have a safety latch on all hooks (shakeout hooks are an exception).
 - c. Do not leave unsecured or unattended suspended loads.
 - d. Use softeners, when possible, to obtain a “bite” on material being rigged.
 - e. Inspect wire rope slings for frays, kinks and worn spots before each use. Do not exceed safe working capacity.
 - f. Inspect fiber rope slings for broken fibers, wear and deteriorated inner and outer strands prior to use. Do not use fiber rope slings where fumes, vapors, sprays, mist and corrosive chemicals are present.
 - g. Destroy damaged slings immediately.
5. Compressed Air
- a. Hoses and couplings must be checked daily before use. All hose couplings must be provided with positive locking device.
 - b. Compressed air used for cleaning purposes must not exceed 30 psi. Wear goggles over safety glasses when conducting cleaning.
 - c. Hose and coupling connections must be safety-wired together.
 - d. Compressed air is not to be used for blowing material off you or others.
 - e. Compressor must be equipped with shut off valve.
6. Motor Vehicles and Power-operated Equipment
- a. Trucks and automobiles
 - 1. Jobsite speed limits and other regulatory signs must be obeyed.
 - 2. Pedestrians always have the right of way.
 - 3. Seatbelts must be worn at all times when riding in a vehicle equipped with seatbelts.
 - 4. Passengers in the rear of pickup trucks must be seated within the confines of the bed of the truck. Riding on the side or on the tailgate of a pickup truck is prohibited.
 - 5. All vehicles used during a project for contract activities must have reverse signal alarms.
 - 6. Flaggers and spotters must be provided for cranes and vehicles in congested areas and when backing up.
 - 7. Heavy equipment (i.e. dozers, scrapers, back hoes, etc.) shall be inspected by the operator prior to each shift. A completed Equipment Inspection form shall be submitted to the Construction Manager each week.
 - b. Cranes - Annual inspection must be on file on site prior to operation of any crane. All Cranes must use anti two blocking device.
 - 1. Cranes are to be operated within the design limits specified by the manufacturer.
 - 2. Mechanical parts of the crane must be inspected by the operator, prior to each shift.
 - 3. The rated load capacity of the crane is never to be exceeded.
 - 4. Rated load capacities, recommended operating speeds and special hazard warnings or instructions, shall be posted conspicuously on all equipment.
 - 5. All accessible areas within the radius of the counterweight swing must be barricaded to limit access.
 - 6. At a minimum, 10 feet of clearance must be maintained between the crane and energized power lines. Additional clearance distance shall be maintained per OSHA 1926.400.

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7. Personnel are prohibited from riding on the hook or the "headache" ball.
8. All OSHA requirements must be followed when using personnel baskets.
9. Outriggers must be fully extended and on firm ground.
10. Crane inspections must be conducted on equipment per the OSHA standards. These inspections and the competent person are the responsibility of the crane owner and the contractor providing the crane.

J. HOUSEKEEPING

Housekeeping at the project site is the responsibility of each individual and housekeeping hazards will not be tolerated. The following rules are enforced at all facilities:

1. Keep work areas in a neat and orderly manner.
2. Keep exits and emergency escape routes unobstructed.
3. Dispose of cigarette stubs in butt cans. Smoke only in designated areas.
4. Store and contain materials so that the area is fire safe.
5. Daily clean up is required by each contractor.

K. FIRE PREVENTION PROGRAM

1. Purpose

We are all cognizant of the dangers associated with fires and all Project employees have a vested interest in a Fire Prevention program. The following is a guide, setting forth specific standards to aid in preventing losses as a result of fires or gases associated with combustion.

2. Basic Principles for Fire Prevention

- a. All temporary electric must be in accordance with all existing codes.
- b. Storage of any material within 10-feet of fire hydrants is strictly prohibited.
- c. All heating equipment shall have necessary safety devices and shall be wired, piped, and operated according to all applicable codes, rules and regulations.
- d. All tarps and blankets shall be of fire retardant material.
- e. Each Prime contractor is required to provide fuel tank containment equal to 110% of tank capacity.
- f. No open burning or fires shall be permitted on site. Anyone doing so is subject to immediate dismissal.
- g. Prime Contractor shall keep standpipe system close as possible to progress of the structure and prevented from freezing.
- h. Each prime contractor is to provide enough garbage receptacles for all their and their sub's employees to throw trash into and do housekeeping on a daily basis.
- i. No solid fuel (i.e. coke, etc) shall be permitted on site.
- j. All "HOT WORK" procedures will be followed. (page 10; item 16)

3. Fire Emergency Notification By Air Horn And/Or P.A. System

- a. Appropriate action is the key to the prevention of loss of life and property damage. This action in the first minute is worth tons of water 10-minutes later.
- b. If a fire occurs, notify Project CONSTRUCTION MANAGER Personnel immediately. If CONSTRUCTION MANAGER is unavailable, notify the local fire department (telephone number is posted at all phones). Tell location, size, cause (i.e., paper, electric, etc.) and report any injuries or possible complicating conditions (i.e., next to material storage areas, gas storage, etc.).
- c. Evacuate area of fire immediately.

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- d. Extinguish fire with a non-combustible such as sand or an available fire extinguisher.
 - e. Remove or shut off fuel supply such as removing debris or stored material or shutting off propane.
4. Shanties and Trailers
- a. Are to be constructed using only fire retardant materials and all glass is to be wire glass. As a minimum, any lumber used in shanty construction shall meet the American Wood Preserves Associations Standard C1, C20 and C27, and shall bear certificates of performance.
 - b. All materials shall have a flame spread rating no greater than 25 (ASTM Standard E84) with no evidence of progressive combustion for at least 30 minutes.
 - c. All shanties shall be located at least 10-feet from materials, which present extraordinary fire hazards.
 - d. Each shanty shall have at least one 20# ABC fire extinguisher.
 - e. Rubbish shall not be permitted to accumulate within an adjacent area to any shanty.
 - f. No oily clothes, oily rags nor fuels shall be stored in shanties.
 - g. All shanties shall be constructed in such a manner that shanty fire shall cause no damage to permanent construction and installations.
5. Fire Extinguishers
- a. Each Prime Contractor is required to place 20# A.B.C. Fire Extinguishers in their work areas per O.S.H.A. requirements.
 - b. Additional fire extinguishers shall be provided by each Prime or Prime's Prime Contractor, when they are engaged in fire susceptible activities, i.e., welding and burning, heaters in use, tar kettles, storing paints and flammable liquids.
 - c. Each shanty and each gang box shall have at least one 20# A.B.C. Fire Extinguisher, supplied by the Prime or his sub's contractor.
 - d. All fire extinguishers shall be checked weekly for maintenance, and Prime Contractor Safety Coordinator or representative shall record status on weekly job tours.
 - e. No fire extinguisher shall be moved or discharged except for fighting a fire. Anyone discharging an extinguisher as a prank, or attempting to remove one from the site, shall be subject to immediate dismissal.
6. Use of Pressured Gas Cylinders
- a. All cylinders shall be provided with safety caps. Do not accept delivery of any cylinders not capped.
 - b. Cylinders shall be stored and used in a secured vertical position. Storage areas shall be well marked and located as designated by site logistic plan.
 - c. All acetylene and fuel gas cylinders shall be separated from oxygen cylinders during storage by a minimum of 20 feet or by a non-combustible barrier at least 4 feet high with a fire resistant rating of at least 1/2 hour.
 - d. All oxygen and acetylene cylinders in use shall be firmly secured on a special carrier intended for this purpose, with an attached fire extinguisher.
 - e. All gas bottles in use shall be tied in the vertical position and capped at the end of the work day.
7. Temporary Heat
- a. All heating equipment shall be wired, piped and operated in accordance with all applicable Codes and Regulations.

**Lucas County Road Maintenance Building
PROJECT SAFETY AND FIRE PROTECTION PROGRAM**

- b. Open fires shall not be permitted on this Project. Any employee failing to comply with this regulation shall be subject to immediate dismissal.
- c. All tarps and blankets shall be made of fire retardant materials.

L. CONCLUSION

All Prime Contractors are responsible for instructing their employees in the recognition and elimination of hazards and unsafe acts and the regulations applicable to their work. Safety training, good safety practices and appropriate immediate corrective action are the keys to the prevention of accidents, loss of life and property damage. No matter how many rules and regulations are set forth, a good Safety Program depends mainly on a positive and intelligent attitude by the Management and Labor involved in the construction of this project.

The principles outlined above should provide a reasonable chance for a safe and fire free job. Strict adherence to the intent of this Program is to be considered a contractual requirement.

PLEASE SIGN AND RETURN NEXT PAGE

**Lucas County Road Maintenance Building
PROJECT SAFETY AND FIRE PROTECTION PROGRAM**

All contractors are required to follow the BWC Drug Free Workplace Program.

All workers must have a valid drug card from a 3rd party drug program administrator.

All employers are responsible for instructing their employees in the recognition and abatement of unsafe conditions and the regulations applicable to their work environment to control or eliminate any hazards or other exposures to illness or injury.

Good safety practices carried out on this Project will produce a safe and healthful workplace for all employees.

Neglecting safety is neglecting job responsibilities.

We are in receipt of, and will cooperate and comply with this Project Safety Program.

A copy of this program shall be provided to and discussed with our project personnel.

Company

Representative

Date

Lucas County Road Maintenance Building

BIDDER GOOD FAITH EFFORT RESPONSIBILITIES

Good Faith Efforts

A Bidder's compliance with the requirement to make Good Faith Efforts to seek MBEs to participate in the construction of the New Road Maintenance Building shall be a matter of bidder responsibility. A bidder can demonstrate that it has complied with that responsibility by verifying in writing to Lucas County Commissioners or its designee subsequent to the opening of bids and prior to the award of the related contract, that:

(a) the bidder did seek to employ MBEs permitting it to reach the subcontracting and workforce participation program goals, in which case the Bidder shall verify in writing that it has the ability to achieve the goals and a preliminary description of the work on the Project to be performed by such firms and/or individuals, or;

(b) The Bidder will not employ MBEs permitting it to reach the subcontracting and workforce participation program goals, in which case the Bidder shall include in its written verification the following:

(1) Provide documentation as to any and all efforts utilized to seek MBEs to participate on the project.

(2) The Bidder attended any pre-construction meetings scheduled to inform Bidders of the availability of MBEs to provide subcontracting and labor for the applicable portion of the Project; and

(3) If the Bidder were to be awarded a contract (such successful Bidder being referred to herein as a "Contractor"), the Contractor shall agree to:

(i) Continue to use good faith efforts to locate and employ MBEs to work on the Project in accordance with the subcontracting and workforce participation program goals;

(ii) Maintain records detailing the Contractor's efforts to recruit MBEs;

(iii) Give notice to the Lucas County Commissioners or its designee of any practice by any party encountered by the Contractor that serves to impede the participation of MBEs;

(iv) Compile and provide to the Lucas County Commissioners or its designee monthly subcontracting and labor utilization reports in sufficient detail so as to allow the Lucas County Commissioners or its designee to track the Contractor's actual performance in achieving the subcontracting and Workforce Participation Program goals;

(v) Upon written request of the Lucas County Commissioners or an authorized representative thereof, an appropriate representative of the Contractor will appear at a meeting of the Lucas County Commissioners to discuss the specific measures the Contractor has utilized in striving to comply with the subcontracting and Workforce Participation Program goals.

Lucas County Road Maintenance Building

BIDDER AFFIDAVIT OF COMPLIANCE

*The goal of the Lucas County Board of Commissioners is to ensure that, to the extent legally permissible, it uses certified minority business enterprises, which are qualified to perform meaningful work on the New Road Maintenance Building. The Board also encourages contractors, to the extent permitted by law, to assist with attempts to ensure that the construction workforce reflects the diversity of the population in Lucas County. The Board asks that the contractors, to the extent possible, involve the participation of these certified minority business enterprises and workforce in order to achieve a goal of **approximately 10% for the Total Project.***

1. The bidder's minimum goal of total Project for MBE Participation: _____%.

The owner reserves the right to reject any and all proposals and to award the work to the lowest and best bidder.

The undersigned hereby states that he/she has not discriminated in any manner on the basis of sex, race, color, national origin, sexual orientation, religious beliefs, age or disability in the preparation of the attached bid or selection of subcontractors or material suppliers for such bid.

The undersigned hereby states that he/she understands and agrees to comply with the MBE and EEO provisions of this project.

The undersigned acknowledges, understands and agrees that submission of a bid shall commit the bidder to comply with the goals as stated above on this project, including submission of the information required to verify the number and percentages of MBE Firms and EEO worker hours.

The undersigned also states that all the above information is true and correct to the best of his/her knowledge.

AUTHORIZED SIGNATURE

DATE

NAME

TITLE (PRINTED)

COMPANY NAME

STATE OF OHIO
COUNTY OF _____

_____ Personally came before me this _____ day of _____ 2012 and acknowledges that he/she executed the foregoing document for the purpose there in contained and on behalf of said company.

IN WITNESS WHERE OF, I have hereunto set my hand and official seal.

Notary Public, State of Ohio

My commission expires:

MONTHLY EMPLOYMENT UTILIZATION REPORT

Name, Address, and Phone number of Contractor

Projection Description/Name

Reporting Period

From _____
 To _____

Contract Number

CONSTRUCTION TRADE (please identify)	Classifications	Total Construction Hours	Employment Breakdown								Percentages		Employees				
			Caucasian		Black (not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		American Indian or Alaskan Native		Minority %	Female %	Total Number of Employees	Total Number of Minority Employees	
			M	F	M	F	M	F	M	F	M	F	M	F	M	F	
	Journey Worker																
	Apprentice																
	Trainee																
	SUB-TOTAL																
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	Apprentice																
	Trainee																
	SUB-TOTAL																
	Total Journey Worker																
	Total Apprentices																
	Total Trainees																
	Grand Total																

COMPANY OFFICIAL'S SIGNATURE AND TITLE

DATE SIGNED

PAGE _____ of _____

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
	+

REMARKS:

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Date _____

I, _____ (Name of Signatory Party), _____ (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____ (Contractor or Subcontractor) _____ (Building or Work); that during the payroll period commencing on the _____ day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or Subcontractor) from the full _____ weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

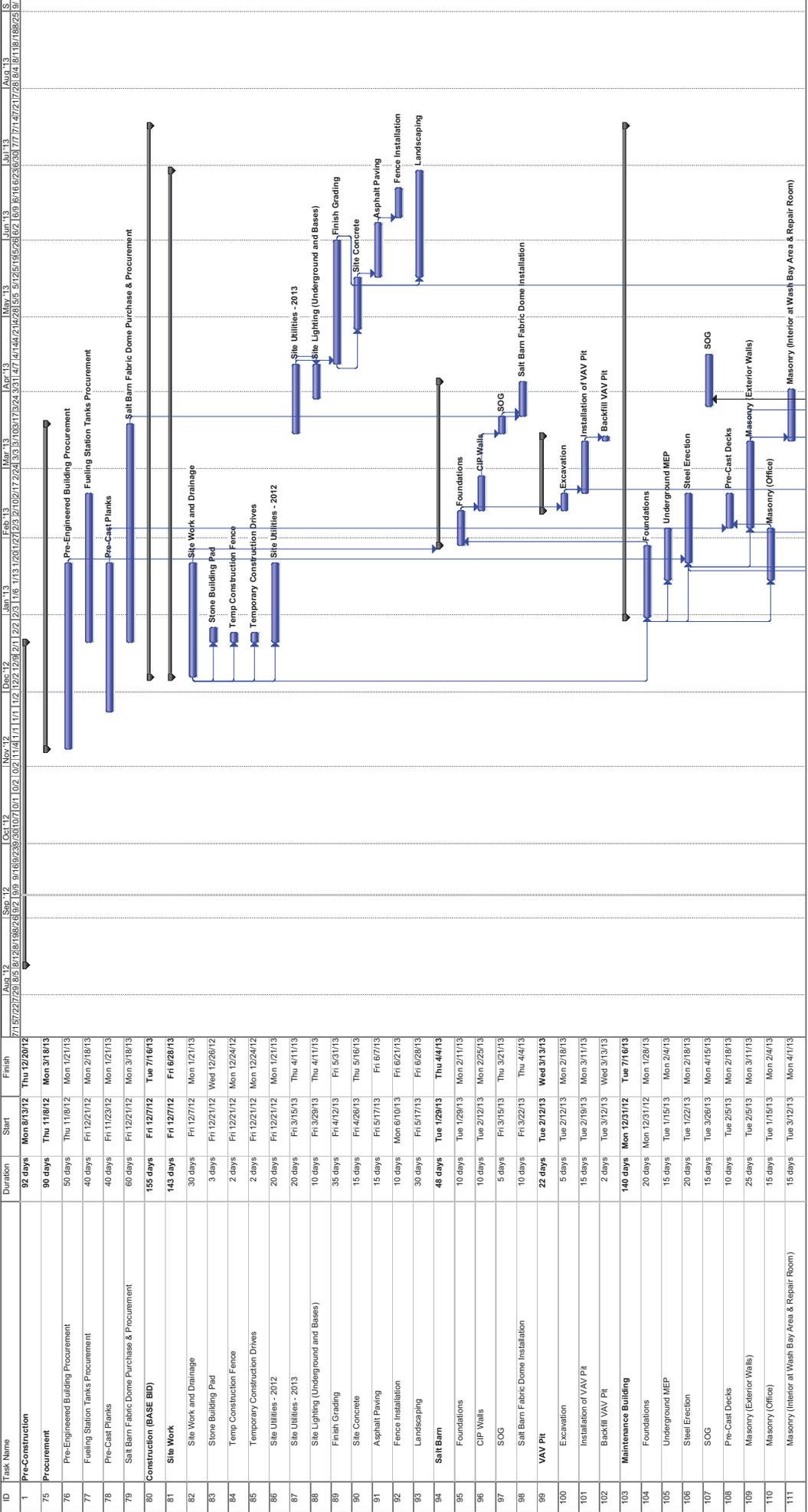
(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.



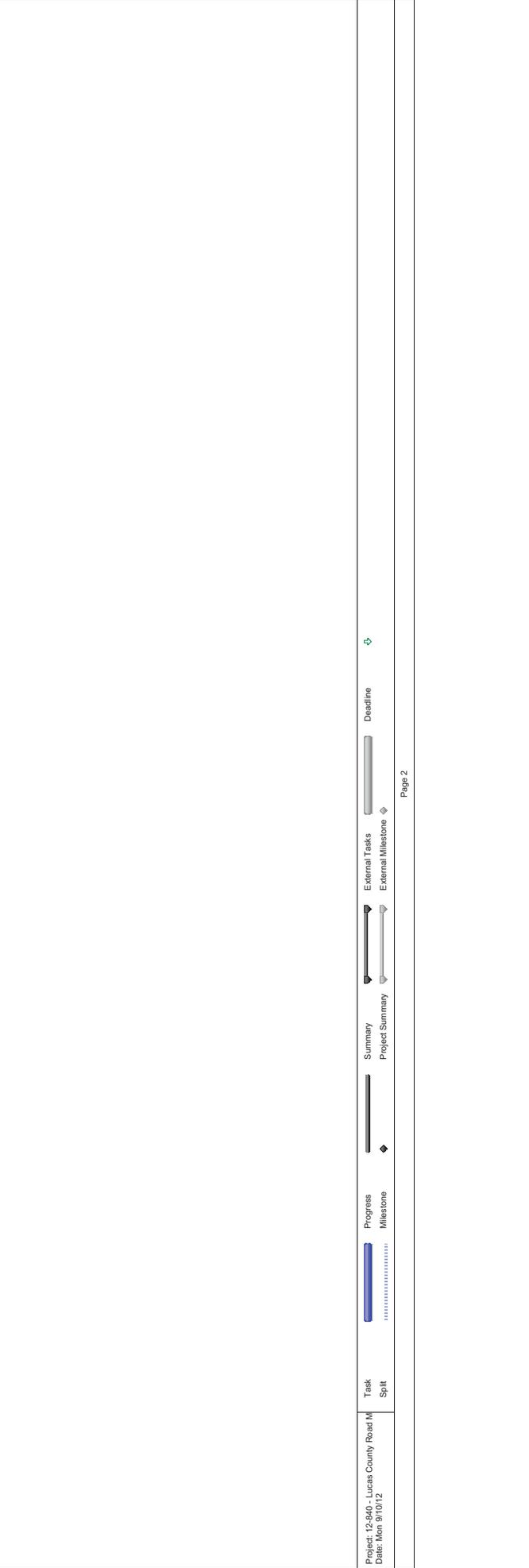
Lucas County Road Maintenance Building
 1049 S. McCord Road
 Holland, Ohio 43528

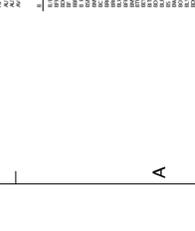
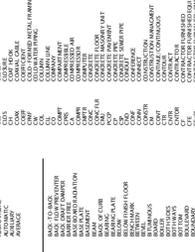
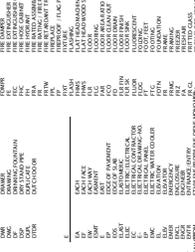
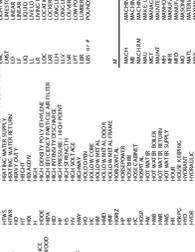
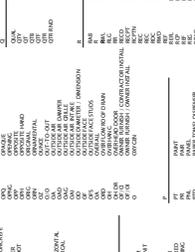
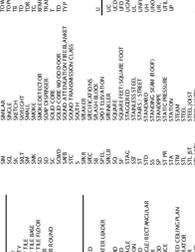
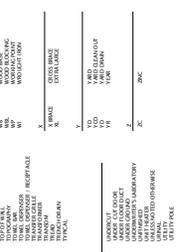
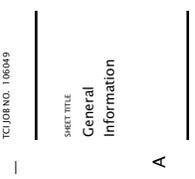
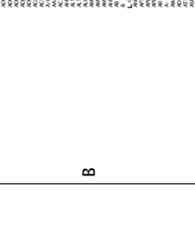
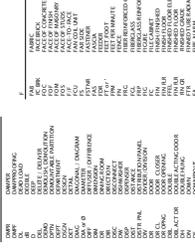
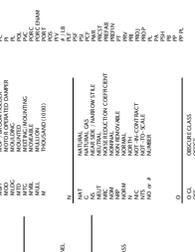
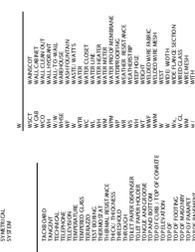
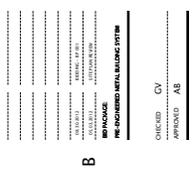
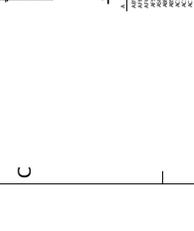
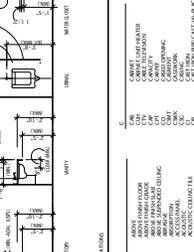
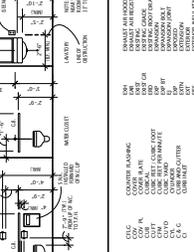
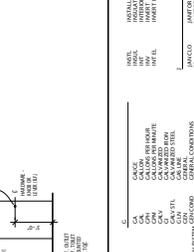
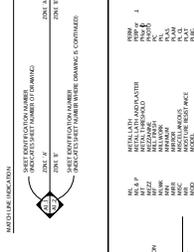
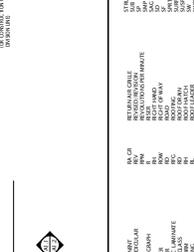
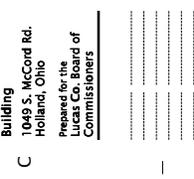
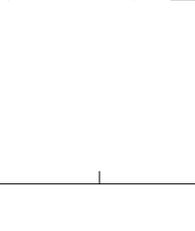
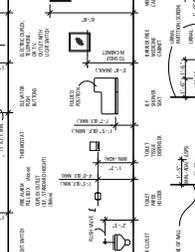
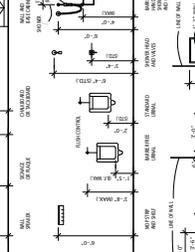
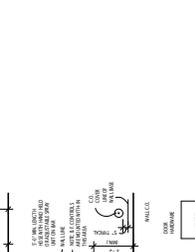
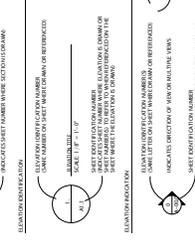
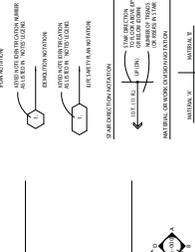
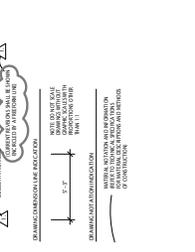
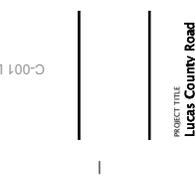
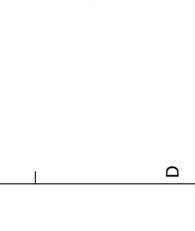
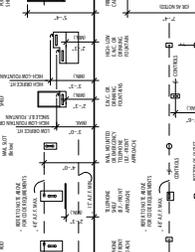
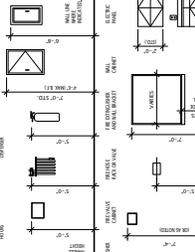
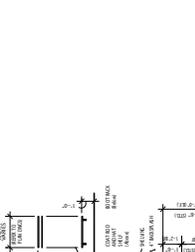
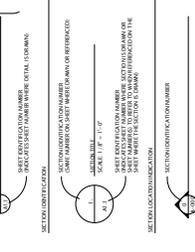
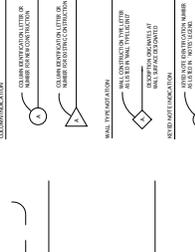
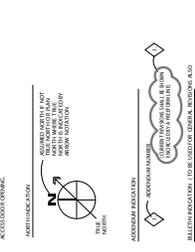
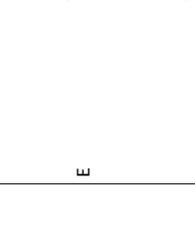
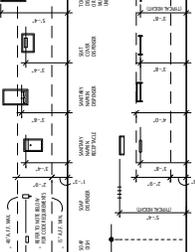
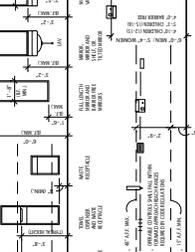
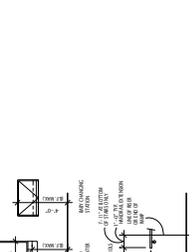
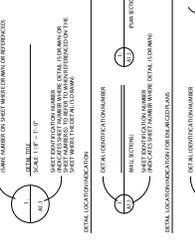
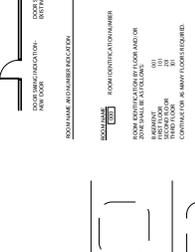
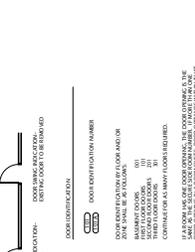




Lucas County Road Maintenance Building
 1049 S. McCord Road
 Holland, Ohio 43528

ID	Task Name	Duration	Start	Finish	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	S
112	Roofing	30 days	Tue 2/25/13	Mon 3/18/13									
113	Siding	25 days	Tue 2/19/13	Mon 3/25/13									
114	Overhead Doors	10 days	Tue 3/12/13	Mon 3/25/13									
115	Building Dry	0 days	Mon 3/25/13	Mon 3/25/13									
116	Batt Insulation	45 days	Tue 1/22/13	Mon 3/25/13									
117	MEP Rough-ins	35 days	Tue 3/26/13	Mon 5/13/13									
118	Fire Protection	60 days	Tue 3/26/13	Tue 6/18/13									
119	Glass and Glazing	5 days	Tue 3/12/13	Mon 3/18/13									
120	Doors and Hardware	5 days	Wed 6/19/13	Tue 6/25/13									
121	Painting	35 days	Tue 5/14/13	Tue 7/2/13									
122	Flooring	10 days	Wed 6/12/13	Tue 6/25/13									
123	MEP Finishes	35 days	Tue 5/14/13	Tue 7/2/13									
124	Architectural Finishes	35 days	Tue 5/14/13	Tue 7/2/13									
125	Installation of Bulk Oil System	20 days	Mon 5/20/13	Mon 6/17/13									
126	Installation of Repair Lifts	10 days	Tue 6/4/13	Mon 6/17/13									
127	Installation of Wash Bay Wash Equipment	5 days	Tue 6/11/13	Mon 6/17/13									
128	Punchlist	30 days	Wed 6/5/13	Tue 7/16/13									
129	Fueling Station	88 days	Tue 2/19/13	Fri 6/21/13									
130	Excavation for Underground Tanks	5 days	Tue 2/19/13	Mon 2/25/13									
131	Installation of Underground Tanks	10 days	Tue 2/26/13	Mon 3/11/13									
132	Backfill Tank Excavation	2 days	Tue 3/12/13	Wed 3/13/13									
133	Installation of Fueling Station	25 days	Fri 5/17/13	Fri 6/21/13									





SYMBOL	DESCRIPTION
1	CONCRETE
2	INSULATION
3	STRUCTURAL DECK
4	CEILING
5	WALL
6	FLOOR
7	FINISHES
8	WINDOW FRAME
9	GLASS
10	INSULATION
11	STRUCTURAL WALL
12	INTERIOR FINISH
13	WINDOW
14	ROOFING
15	INSULATION
16	STRUCTURAL DECK
17	FINISHES
18	EXTERIOR FINISH
19	INSULATION
20	STRUCTURAL WALL
21	INTERIOR FINISH
22	WINDOW
23	FINISH FLOOR
24	SUBFLOOR
25	INSULATION
26	STRUCTURAL DECK
27	CONCRETE

SYMBOL	DESCRIPTION
28	CONCRETE
29	INSULATION
30	STRUCTURAL DECK
31	CEILING
32	WALL
33	FLOOR
34	FINISHES
35	WINDOW FRAME
36	GLASS
37	INSULATION
38	STRUCTURAL WALL
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40	WINDOW
41	ROOFING
42	INSULATION
43	STRUCTURAL DECK
44	FINISHES
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47	STRUCTURAL WALL
48	INTERIOR FINISH
49	WINDOW
50	FINISH FLOOR
51	SUBFLOOR
52	INSULATION
53	STRUCTURAL DECK
54	CONCRETE

SYMBOL	DESCRIPTION
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56	INSULATION
57	STRUCTURAL DECK
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62	WINDOW FRAME
63	GLASS
64	INSULATION
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67	WINDOW
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69	INSULATION
70	STRUCTURAL DECK
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81	CONCRETE

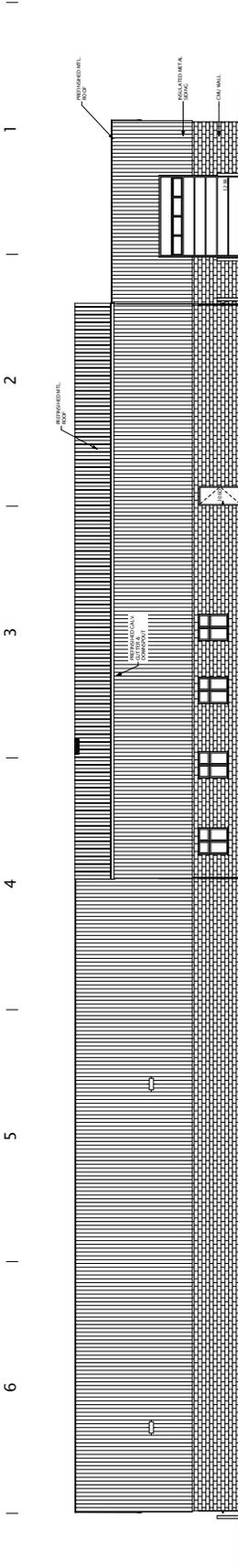
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94	WINDOW
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103	WINDOW
104	FINISH FLOOR
105	SUBFLOOR
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107	STRUCTURAL DECK
108	CONCRETE

SYMBOL	DESCRIPTION
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135	CONCRETE

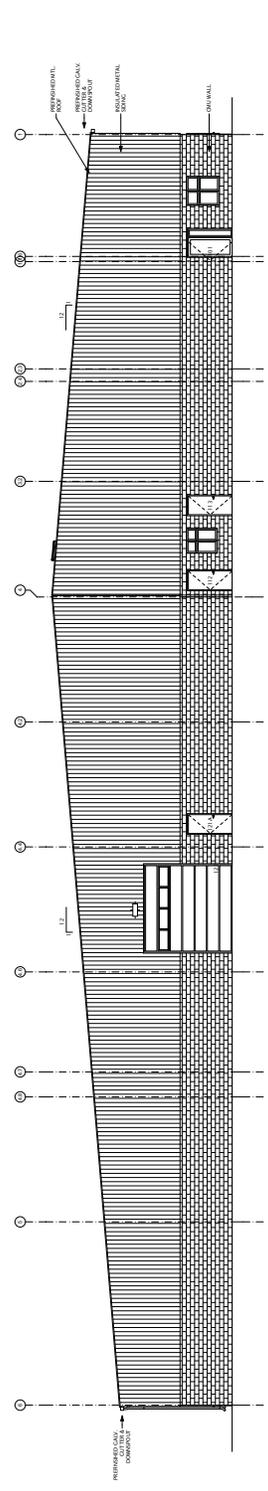
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157	WINDOW
158	FINISH FLOOR
159	SUBFLOOR
160	INSULATION
161	STRUCTURAL DECK
162	CONCRETE

SYMBOL	DESCRIPTION
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189	CONCRETE

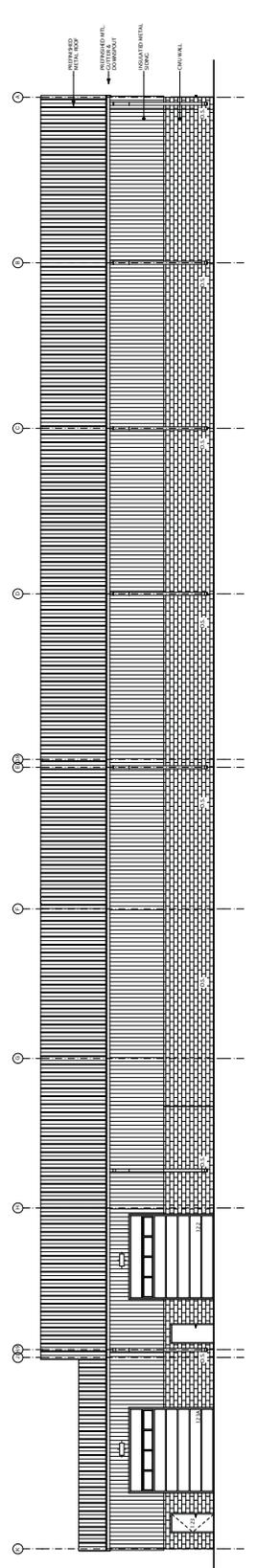
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204	INSULATION
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206	FINISHES
207	EXTERIOR FINISH
208	INSULATION
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213	SUBFLOOR
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215	STRUCTURAL DECK
216	CONCRETE



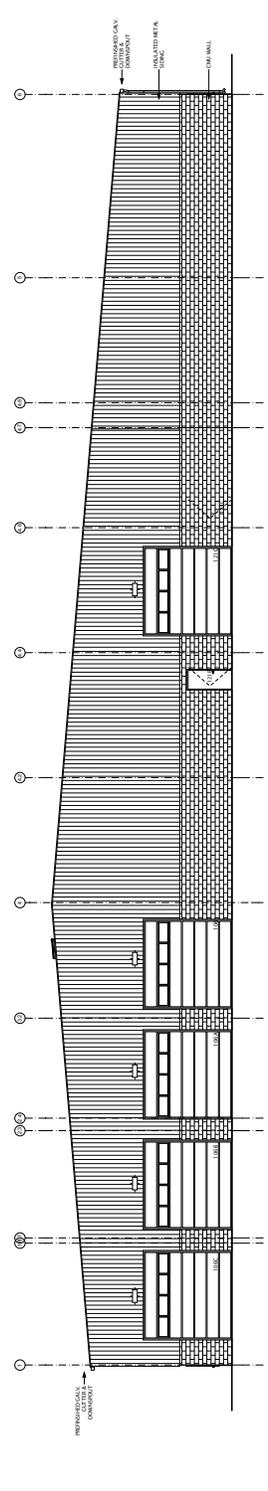
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SCALE: 1/8" = 1'-0"



(C1) WEST ELEVATION
SCALE: 1/8" = 1'-0"



(B1) NORTH ELEVATION
SCALE: 1/8" = 1'-0"



(A1) EAST ELEVATION
SCALE: 1/8" = 1'-0"

ESTIMATED DATE: 11/15/11
 DRAWN BY: J. W. WILSON
 CHECKED BY: J. W. WILSON
 PROJECT NO.: 106849
 PROJECT NAME: LUCAS COUNTY ROAD MAINTENANCE BUILDING



PROJECT: LUCAS COUNTY ROAD MAINTENANCE BUILDING
 DRAWN BY: J. W. WILSON
 CHECKED BY: J. W. WILSON

C-001 Lathrop Received 8/30/2012

PROJECT TITLE
 Lucas County Road Maintenance Building
 1049 S. McCord Rd.
 Holland, Ohio
 Prepared for the Lucas Co. Board of Commissioners

SHEET NO.:
 A3.01

CHECKED: CW
 APPROVED: AB

TC/JOB NO. 106849

SHEET TITLE
 Exterior Elevations

SHEET NO.:
 A3.01

6 | 5 | 4 | 3 | 2 | 1

E

E

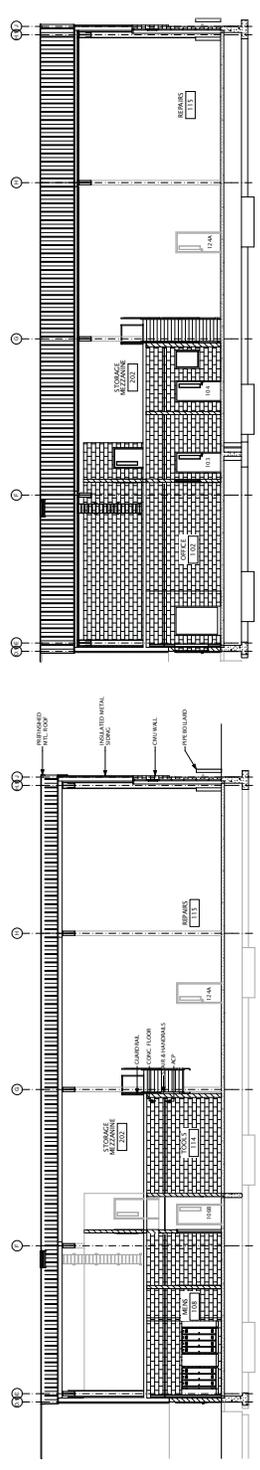
ESTIMATED DATE
 PROJECT NO.
 SHEET NO.
 PROJECT NAME
 PROJECT LOCATION



OWNER
 ARCHITECT
 ENGINEER

D

D



C-001 Latrop Received 8/30/2012

C3 BUILDING SECTION
 SCALE: 1/8" = 1'-0"

C1 BUILDING SECTION
 SCALE: 1/8" = 1'-0"

C

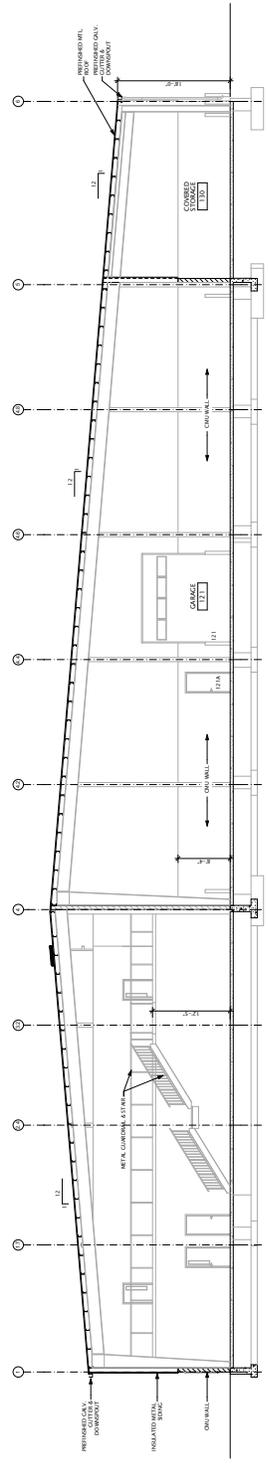
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PROJECT TITLE
 Lucas County Road
 Maintenance
 Building
 1049 S. McCord Rd.
 Holland, Ohio
 Prepared for the
 Lucas Co. Board of
 Commissioners

DATE: 08/30/2012
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 PROJECT NO.: [Number]
 SHEET NO.: [Number]
 PROJECT NAME: [Name]
 PROJECT LOCATION: [Location]

B

B

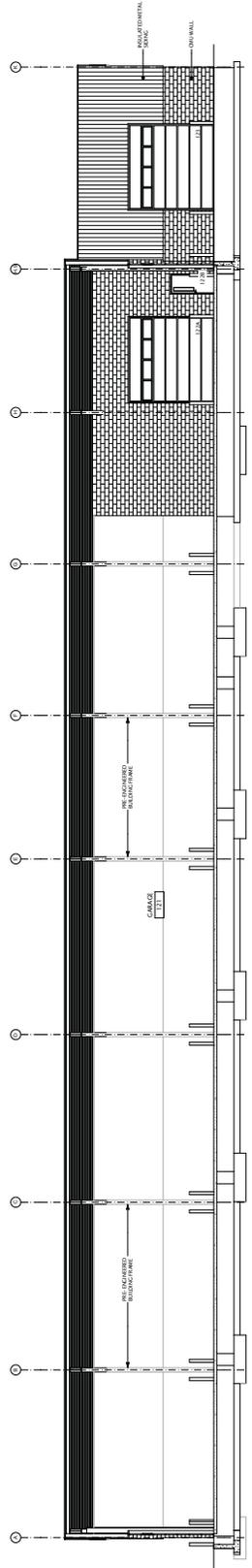


B1 BUILDING SECTION
 SCALE: 1/8" = 1'-0"

PROJECT TITLE
 Lucas County Road
 Maintenance
 Building
 1049 S. McCord Rd.
 Holland, Ohio
 Prepared for the
 Lucas Co. Board of
 Commissioners

A

A



A1 BUILDING SECTION
 SCALE: 1/8" = 1'-0"

PROJECT TITLE
 Lucas County Road
 Maintenance
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 1049 S. McCord Rd.
 Holland, Ohio
 Prepared for the
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DATE: 08/30/2012
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 PROJECT NO.: [Number]
 SHEET NO.: [Number]
 PROJECT NAME: [Name]
 PROJECT LOCATION: [Location]

6 | 5 | 4 | 3 | 2 | 1

SHEET NO.
A4.01

SPECIFICATIONS AND DRAWINGS

FOR

**NEW ROAD MAINTENANCE BUILDING
PRE-ENGINEERED METAL BUILDING SYSTEM PACKAGE**

FOR



LUCAS COUNTY BOARD OF COMMISSIONERS

**One Government Center, Suite 800
Toledo, Ohio 43604**

August 30, 2012

Prepared By:



the **COLLABORATIVE** *inc*

ARCHITECTURE | LANDSCAPE ARCHITECTURE | INTERIOR DESIGN | PLANNING | GRAPHIC DESIGN

The Collaborative Inc.
500 Madison Ave.
Toledo, Ohio 43604
Phone: 419.242.7405
Fax: 419.242.7400

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work under separate contracts.
4. Purchase contracts.
5. Access to site.
6. Specification and drawing conventions.
7. Miscellaneous provisions.

B. Related Requirements:

1. Section 012500 "Substitution Procedures" for limitations and procedures governing requests for consideration of alternate product manufacturers or systems.
2. Section 133419 "Metal Building Systems" for requirements related to the pre-engineered metal building system and related components.

1.3 PROJECT INFORMATION

A. Project Identification: New Road Maintenance Facility for the Lucas County Engineer.

1. Project Location: 1049 South McCord Road, Holland, Ohio 43528.

B. Owner: Lucas County Board of Commissioners, One Government Center.

1. Owner's Representative: Mark Drennen, Administrative Deputy, Lucas County Engineer's Office.

C. Architect: The Collaborative Inc., 500 Madison Avenue, Toledo, Ohio 43604. Telephone: (419) 242-7405.

D. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. Civil Engineering, Utilities: DGL Consulting Engineers, 3455 Briarfield Blvd, Suite E, Maumee, Ohio 43537. Telephone: (419) 535-1015.
2. Structural Engineering: Structural Design Systems, Inc., 12875 Eckel Junction, Suite A, Perrysburg, Ohio 43551. Telephone: (419) 872-7103.

3. Mechanical, Fire Protection, Plumbing and Electrical Engineering: MDA Engineering, Inc., 1415 Holland Road, Maumee, Ohio 43537. Telephone: (419) 893-3141.

E. Other Owner Consultants: The Owner has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. Civil Engineering, Grading, Pavement and Stormwater: Lucas County Engineer, One Government Center, Suite 870, Toledo, Ohio 43604. Telephone: (419) 213-4540.

F. Construction Manager: The Lathrop Company, 460 West Dussel Drive, Maumee, Ohio 43537. Telephone: (419) 893-7000.

1. Construction Manager has been engaged for this Project to serve as an advisor to Owner and to provide assistance in administering the Contract for Construction between Owner and each Contractor, according to a separate contract between Owner and Construction Manager.

G. Project Web Site: A project Web site administered by the Construction Manager will be used for purposes of managing communication and documents during the construction stage.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Providing the specified and required components of the pre-engineered metal building including primary and secondary framing members, sidewall and roof structural girts, insulated metal wall panels, standing seam metal roof panels, wall and roof insulation indicated as part of the pre-engineered metal building system, metal trim, closures, and other components required for a complete and ready to erect pre-engineered metal building system.

B. Type of Contract:

1. This will be a purchase contract directly with the Owner.

1.5 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

1.6 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

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- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use facsimile of form provided in Project Manual.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, which will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.

- g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Detailed comparison of Construction Manager's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - i. Cost information, including a proposal of change, if any, in the Contract Sum.
 - j. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - k. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within five (5) days of receipt of a request for substitution. Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within seven (7) days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Addendum to the Contract Documents or by Change Order if after award of bid.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided.

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- c. Substitution request is fully documented and properly submitted.
 - d. Requested substitution will not adversely affect project construction schedule.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution provides specified warranty.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 30 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Requested substitution provides sustainable design characteristics that specified product provided.
 - e. Substitution request is fully documented and properly submitted.
 - f. Requested substitution will not adversely affect Contractor's construction schedule.
 - g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution provides specified warranty.

PART 3 - EXECUTION (Not Used)

SUBSTITUTION REQUEST FORM

TO: The Lathrop Company PROJECT: New Road Maintenance Facility for the Lucas
 County Engineer
 460 West Dussel Drive Lucas County Board of Commissioners
 Maumee, Ohio 43537 Petersburg, Michigan
 (419) 893-7000

A/E Project Number: 106049 Date: _____

Submitted for consideration is the following product instead of the specified item for the above-noted Project.

Specification Section and Paragraph: _____

Drawings and Details affected: _____

Proposed Substitution Description: _____

Manufacturer's Name: _____

WHY IS SUBSTITUTION BEING SUBMITTED? (Select one of the following):

	Pre-Bid Substitution (Prior Approval): Include detailed analysis comparing proposed substitution against the specified product(s), including redlined specification sections showing differences.
	Specified Product is not or no longer available. Explain in detail in attached letter.
	Cost Savings to Owner. Indicate comparative cost analysis as attachment.
	Other. Explain in attachment to this substitution request.

EFFECTS OF PROPOSED SUBSTITUTION

(Attach complete explanations and technical data, including laboratory test, if applicable.)

Include complete information changes to Drawings and/or Specifications that proposed substitution would require for its proper installation. Fill in the blanks below.

- Does the substitution affect dimensions shown on Drawings? No Yes
- will the undersigned pay for changes to building design, including Engineering and detailing costs caused by the requested substitution? No Yes
- What affect does substitution have on other trades?

- What are the differences between the proposed and specified items?

- Manufacturer's guarantees of proposed and specified item? Same Different
(If different, provide explanation on separate attachment.)
- Manufacturer's dimensions of proposed and specified item? Same Different
(If different, provide explanation on separate attachment.)
- Manufacturer's weight of proposed and specified item? Same Different

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(If different or not applicable, provide explanation on separate attachment.)

The undersigned states that function, appearance, finish, size, weight and quality of the proposed substitution are equivalent or superior to the specified item unless clearly stated as different on included attachments.

SUBMITTED BY:

(Include name, address, telephone, and contact person of manufacturer/supplier of proposed substitution.)

For Design Team Use:

	Accepted			Accepted As Noted
	Not Accepted			Received too late to review
	Incomplete Information			
	No Substitution Allowed for specified item			

Reviewed by: _____

Date: _____

Comments: _____

For Construction Manager's Use:

Reviewed by and Date: _____

END OF SECTION 012500

SECTION 077100 - ROOF SPECIALTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Roof-edge drainage systems.

- B. Related Sections:

- 1. Section 077200 "Roof Accessories" for set-on-type curbs, equipment supports, roof hatches, vents, and other manufactured roof accessory units.
- 2. Section 079200 "Joint Sealants" for field-applied sealants between roof specialties and adjacent materials.

1.3 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof specialties shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

- B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of thermal movements. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

- 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

1.4 ACTION SUBMITTALS

- A. Shop Drawings: For roof specialties. Include plans, elevations, expansion-joint locations, keyed details, and attachments to other work. Distinguish between plant- and field-assembled work. Include the following:

- 1. Details for expansion and contraction; locations of expansion joints, including direction of expansion and contraction.
- 2. Pattern of seams and layout of fasteners, cleats, clips, and other attachments.
- 3. Details of termination points and assemblies, including fixed points.
- 4. Details of special conditions.

- B. Samples for Initial Selection: For each type of roof specialty indicated with factory-applied color finishes.

1.5 INFORMATIONAL SUBMITTALS

- A. Warranty: Sample of special warranty.

1.6 QUALITY ASSURANCE

- A. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
 - 1. Build mockup of typical roof edge, including gutter and downspout, approximately 10 feet (3.0 m) long, including supporting construction, seams, attachments, and accessories.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not store roof specialties in contact with other materials that might cause staining, denting, or other surface damage. Store roof specialties away from uncured concrete and masonry.
- B. Protect strippable protective covering on roof specialties from exposure to sunlight and high humidity, except to extent necessary for the period of roof specialties installation.

1.8 WARRANTY

- A. Special Warranty on Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace roof specialties that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 EXPOSED METALS

- A. Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy as standard with manufacturer for finish required, with temper to suit forming operations and performance required.
 - 1. Surface: Smooth, flat finish.

2. Exposed Coil-Coated Finishes: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - a. Two-Coat Fluoropolymer: AAMA 620. System consisting of primer and fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight.

2.2 CONCEALED METALS

- A. Aluminum Sheet: **ASTM B 209 (ASTM B 209M)**, alloy and temper recommended by manufacturer for type of use and structural performance indicated, mill finished.
- B. Aluminum Extrusions: **ASTM B 221 (ASTM B 221M)**, alloy and temper recommended by manufacturer for type of use and structural performance indicated, mill finished.
- C. Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 304.

2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.
- B. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:
 1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
 2. Fasteners for Aluminum: Aluminum or Series 300 stainless steel.
 3. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Series 300 stainless steel or hot-dip zinc-coated steel according to ASTM A 153/A 153M or ASTM F 2329.

2.4 ROOF-EDGE DRAINAGE SYSTEMS

- A. Gutters: Manufactured in uniform section lengths not exceeding **12 feet (3.6 m)**, with matching corner units, ends, outlet tubes, and other accessories. Elevate back edge at least **1 inch (25 mm)** above front edge. Furnish flat-stock gutter straps, gutter brackets, expansion joints, and expansion-joint covers fabricated from same metal as gutters.
 1. Fabricate from the following exposed metal:
 - a. Formed Aluminum: **0.032 inch (0.81 mm)** thick.
 2. Gutter Profile: Style A according to SMACNA's "Architectural Sheet Metal Manual."
 3. Corners: Factory mitered and mechanically clinched and sealed watertight.
 4. Gutter Supports: Straps with finish matching the gutters.
- B. Downspouts: Plain rectangular complete with mitered elbows, manufactured from the following exposed metal. Furnish with metal hangers, from same material as downspouts, and anchors.
 1. Formed Aluminum: **0.032 inch (0.81 mm)** thick.
- C. Aluminum Finish: Two-coat fluoropolymer.

1. Color: As selected by Architect from manufacturer's full range.

2.5 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Examine walls, roof edges, and parapets for suitable conditions for roof specialties.
- C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

- A. Felt Underlayment: Install with adhesive for temporary anchorage to minimize use of mechanical fasteners under roof specialties. Apply in shingle fashion to shed water, with lapped joints of not less than **2 inches (50 mm)**.
- B. Self-Adhering Sheet Underlayment: Install wrinkle free. Apply primer if required by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer rather than nails for installing underlayment at low temperatures. Apply in shingle fashion to shed water. Overlap edges not less than **3-1/2 inches (90 mm)**. Roll laps with roller. Cover underlayment within 14 days.
- C. Polyethylene Sheet: Install with adhesive for temporary anchorage to minimize use of mechanical fasteners under roof specialties. Apply in shingle fashion to shed water, with lapped and taped joints of not less than **2 inches (50 mm)**.
- D. Slip Sheet: Install with tape or adhesive for temporary anchorage to minimize use of mechanical fasteners under roof specialties. Apply in shingle fashion to shed water, with lapped joints of not less than **2 inches (50 mm)**.

3.3 INSTALLATION, GENERAL

- A. General: Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete roof-specialty systems.
1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
 2. Provide uniform, neat seams with minimum exposure of solder and sealant.
 3. Install roof specialties to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
 4. Torch cutting of roof specialties is not permitted.
 5. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
1. Coat concealed side of uncoated aluminum and stainless-steel roof specialties with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
 2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of self-adhering, high-temperature sheet underlayment.
 3. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof specialties for waterproof performance.
- C. Expansion Provisions: Allow for thermal expansion of exposed roof specialties.
1. Space movement joints at a maximum of **50 feet (15.24 m)** with no joints within **18 inches (450 mm)** of corners or intersections unless otherwise shown on Drawings.
 2. When ambient temperature at time of installation is between **40 and 70 deg F (4 and 21 deg C)**, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures.
- D. Fastener Sizes: Use fasteners of sizes that will penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Seal joints as required for watertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below **40 deg F (4 deg C)**.

3.4 ROOF-EDGE DRAINAGE-SYSTEM INSTALLATION

- A. General: Install components to produce a complete roof-edge drainage system according to manufacturer's written instructions. Coordinate installation of roof perimeter flashing with installation of roof-edge drainage system.
- B. Gutters: Join and seal gutter lengths. Allow for thermal expansion. Attach gutters to firmly anchored gutter supports spaced not more than **24 inches (610 mm)** apart. Attach ends with rivets and [**seal with sealant**] to make watertight. Slope to downspouts.
1. Install gutter with expansion joints at locations indicated but not exceeding **50 feet (15.2 m)** apart. Install expansion joint caps.
- C. Downspouts: Join sections with manufacturer's standard telescoping joints. Provide hangers with fasteners designed to hold downspouts securely to walls and **1 inch (25 mm)** away from walls; locate fasteners at top and bottom and at approximately **60 inches (1500 mm)** o.c.

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1. Provide elbows at base of downspout to direct water away from building.
2. Connect downspouts to underground drainage system indicated.

3.5 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as roof specialties are installed. On completion of installation, clean finished surfaces including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain roof specialties in a clean condition during construction.
- D. Replace roof specialties that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 077100

SECTION 077200 - ROOF ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Roof curbs.
 - 2. Roof hatches.
 - 3. Preformed flashing sleeves.
- B. Related Sections:
 - 1. Section 077100 "Roof Specialties" for gutters and downspouts.

1.3 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof accessories shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of roof accessory indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For roof accessories. Include plans, elevations, keyed details, and attachments to other work. Indicate dimensions, loadings, and special conditions. Distinguish between plant- and field-assembled work.

1.5 INFORMATIONAL SUBMITTALS

- A. Warranty: Sample of special warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For roof accessories to include in operation and maintenance manuals.

1.7 COORDINATION

- A. Coordinate layout and installation of roof accessories with interfacing and adjoining construction to provide a leakproof, weathertight, secure, and noncorrosive installation.
- B. Coordinate dimensions with rough-in information or Shop Drawings of equipment to be supported.

1.8 WARRANTY

- A. Special Warranty on Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finishes or replace roof accessories that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 METAL MATERIALS

- A. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, AZ50 (AZM150) coated.
 - 1. Exposed Coil-Coated Finish: Prepainted by the coil-coating process to comply with ASTM A 755/A 755M. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - a. Two-Coat Fluoropolymer Finish: AAMA 621. System consisting of primer and fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight.
- B. Aluminum Sheet: ASTM B 209 (ASTM B 209M), manufacturer's standard alloy for finish required, with temper to suit forming operations and performance required.
 - 1. Exposed Coil-Coated Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - a. Two-Coat Fluoropolymer Finish: AAMA 620. System consisting of primer and fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight.
 - 2. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester-backer finish consisting of prime coat and wash coat, with a minimum total dry film thickness of 0.5 mil (0.013 mm).
- C. Aluminum Extrusions and Tubes: ASTM B 221 (ASTM B 221M), manufacturer's standard alloy and temper for type of use, finished to match assembly where used, otherwise mill finished.
- D. Copper Sheet: ASTM B 370, manufacturer's standard temper.
- E. Stainless-Steel Sheet and Shapes: ASTM A 240/A 240M or ASTM A 666, Type 304.

- F. Steel Shapes: ASTM A 36/A 36M, hot-dip galvanized according to ASTM A 123/A 123M unless otherwise indicated.
- G. Steel Tube: ASTM A 500, round tube.
- H. Galvanized-Steel Tube: ASTM A 500, round tube, hot-dip galvanized according to ASTM A 123/A 123M.
- I. Steel Pipe: ASTM A 53/A 53M, galvanized.

2.2 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, thickness as indicated, but not less than 2-inches nominal.
- C. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.
- D. Underlayment:
 - 1. Felt: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, nonperforated.
 - 2. Polyethylene Sheet: 6-mil- (0.15-mm-) thick polyethylene sheet complying with ASTM D 4397.
 - 3. Slip Sheet: Building paper, 3-lb/100 sq. ft. (0.16-kg/sq. m) minimum, rosin sized.
- E. Fasteners: Roof accessory manufacturer's recommended fasteners suitable for application and metals being fastened. Match finish of exposed fasteners with finish of material being fastened. Provide nonremovable fastener heads to exterior exposed fasteners. Furnish the following unless otherwise indicated:
 - 1. Fasteners for Zinc-Coated or Aluminum-Zinc Alloy-Coated Steel: Series 300 stainless steel or hot-dip zinc-coated steel according to ASTM A 153/A 153M or ASTM F 2329.
 - 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
 - 3. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
- F. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, PVC, or silicone or a flat design of foam rubber, sponge neoprene, or cork.
- G. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant as recommended by roof accessory manufacturer for installation indicated; low modulus; of type, grade, class, and use classifications required to seal joints and remain watertight.
- H. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for expansion joints with limited movement.
- I. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.3 ROOF CURBS

- A. Roof Curbs: Internally reinforced roof-curb units with integral spring-type vibration isolators and capable of supporting superimposed live and dead loads, including equipment loads and other

construction indicated on Drawings; with welded or mechanically fastened and sealed corner joints and integrally formed deck-mounting flange at perimeter bottom.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. AES Industries, Inc.
 - b. Custom Solution Roof and Metal Products.
 - c. Greenheck Fan Corporation.
 - d. Milcor Inc.; Commercial Products Group of Hart & Cooley, Inc.
 - e. Pate Company (The).
 - f. Thybar Corporation.
- B. Size: Coordinate dimensions with roughing-in information or Shop Drawings of equipment to be supported.
- C. Loads: Refer to Drawings for loading information.
- D. Material: Aluminum-zinc alloy-coated steel sheet, 0.079 inch (2.01 mm) thick.
 1. Finish: Two-coat fluoropolymer.
 2. Color: As selected by Architect from manufacturer's full range.
- E. Construction:
 1. Factory-installed wood nailer at top of curb, continuous around curb perimeter.
 2. On ribbed or fluted metal roofs, form deck-mounting flange at perimeter bottom to conform to roof profile.
 3. Fabricate curbs to minimum height of 12 inches (300 mm) unless otherwise indicated.
 4. Top Surface: Level around perimeter with roof slope accommodated by sloping the deck-mounting flange.

2.4 ROOF HATCH

- A. Roof Hatches: Metal roof-hatch units with lids and insulated double-walled curbs, welded or mechanically fastened and sealed corner joints, continuous lid-to-curb counterflashing and weathertight perimeter gasketing, and integrally formed deck-mounting flange at perimeter bottom.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. AES Industries, Inc.
 - b. Bilco Company (The).
 - c. Milcor Inc.; Commercial Products Group of Hart & Cooley, Inc.
 - d. Nystrom.
 - e. Pate Company (The).
- B. Type and Size: Single-leaf lid, 30 by 36 inches (750 by 900 mm).
- C. Loads: Minimum 40-lbf/sq. ft. (1.9-kPa) external live load and 20-lbf/sq. ft. (0.95-kPa) internal uplift load.
- D. Hatch Material: Aluminum-zinc alloy-coated steel sheet, 0.079 inch (2.01 mm) thick.

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1. Finish: Two-coat fluoropolymer.
2. Color: As selected by Architect from manufacturer's full range.

E. Construction:

1. Insulation: Polyisocyanurate board.
2. On ribbed or fluted metal roofs, form flange at perimeter bottom to conform to roof profile.
3. Fabricate curbs to minimum height of **12 inches (300 mm)** unless otherwise indicated.

F. Hardware: Galvanized-steel spring latch with turn handles, butt- or pintle-type hinge system, and padlock hasps inside.

G. Safety Railing System: Roof-hatch manufacturer's standard system including rails, clamps, fasteners, safety barrier at railing opening, and accessories required for a complete installation; attached to roof hatch and complying with 29 CFR 1910.23 requirements and authorities having jurisdiction.

1. Height: **42 inches (1060 mm)** above finished roof deck.
2. Posts and Rails: Galvanized-steel pipe, **1-1/4 inches (31 mm)** in diameter or galvanized-steel tube, **1-5/8 inches (41 mm)** in diameter.
3. Flat Bar: Galvanized steel, **2 inches (50 mm)** high by **3/8 inch (9 mm)** thick.
4. Maximum Opening Size: System constructed to prevent passage of a sphere **21 inches (533 mm)** in diameter.
5. Chain Passway Barrier: Galvanized proof coil chain with quick link on fixed end.
6. Post and Rail Tops and Ends: Weather resistant, closed or plugged with prefabricated end fittings.
7. Provide weep holes or another means to drain entrapped water in hollow sections of handrail and railing members.
8. Fabricate joints exposed to weather to be watertight.
9. Fasteners: Manufacturer's standard, finished to match railing system.

2.5 PREFORMED FLASHING SLEEVES

A. Vent Stack Flashing: Metal flashing sleeve, uninsulated, with integral deck flange.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Custom Solution Roof and Metal Products.
 - b. Milcor Inc.; Commercial Products Group of Hart & Cooley, Inc.
 - c. Thaler Metal USA Inc.
2. Metal: Aluminum sheet, **0.063 inch (1.60 mm)** thick.
3. Height: **7 inches (175 mm)**.
4. Diameter: As indicated.
5. Finish: Manufacturer's standard.

2.6 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- C. Verify dimensions of roof openings for roof accessories.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Install roof accessories according to manufacturer's written instructions.
 - 1. Install roof accessories level, plumb, true to line and elevation, and without warping, jogs in alignment, excessive oil canning, buckling, or tool marks.
 - 2. Anchor roof accessories securely in place so they are capable of resisting indicated loads.
 - 3. Use fasteners, separators, sealants, and other miscellaneous items as required to complete installation of roof accessories and fit them to substrates.
 - 4. Install roof accessories to resist exposure to weather without failing, rattling, leaking, or loosening of fasteners and seals.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
 - 1. Coat concealed side of uncoated aluminum roof accessories with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
 - 2. Underlayment: Where installing roof accessories directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet, or install a course of polyethylene sheet.
 - 3. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof accessories for waterproof performance.
- C. Roof Curb Installation: Install each roof curb so top surface is level.
- D. Roof-Hatch Installation:
 - 1. Install roof hatch so top surface of hatch curb is level.
 - 2. Verify that roof hatch operates properly. Clean, lubricate, and adjust operating mechanism and hardware.
 - 3. Attach safety railing system to roof-hatch curb.
 - 4. Attach ladder-assist post according to manufacturer's written instructions.
- E. Preformed Flashing-Sleeve Installation: Secure flashing sleeve to roof membrane according to flashing-sleeve manufacturer's written instructions.
- F. Seal joints with elastomeric sealant as required by roof accessory manufacturer.

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3.3 REPAIR AND CLEANING

- A. Touch up factory-primed surfaces with compatible primer ready for field painting according to Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."
- B. Clean exposed surfaces according to manufacturer's written instructions.
- C. Clean off excess sealants.
- D. Replace roof accessories that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 077200

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Urethane joint sealants.

1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- B. Warranties: Sample of special warranties.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

1.6 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
 - 1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 - 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - 1. Architectural Sealants: 250 g/L.
 - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 - 3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
 - 1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.
- D. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- E. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 URETHANE JOINT SEALANTS

- A. Single-Component, Nonsag, Urethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Sika Corporation, Construction Products Division; Sikaflex - 15LM.
 - b. Tremco Incorporated; Dymonic FC.

2.3 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.

- c. Unglazed surfaces of ceramic tile.
 - d. Exterior insulation and finish systems.
3. Remove laitance and form-release agents from concrete.
 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Porcelain enamel.
 - d. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
1. Place sealants so they directly contact and fully wet joint substrates.
 2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
 4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.

- a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.6 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
 1. Joint Locations:
 - a. Joints between metal panels.
 2. Urethane Joint Sealant: Single component, nonsag, Class 100/50.
 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION 079200

SECTION 133419 - METAL BUILDING SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Structural-steel framing.
 - 2. Metal roof panels.
 - 3. Foam-insulation-core metal wall panels.
 - 4. Thermal insulation.
 - 5. Accessories.
- B. Related Sections:
 - 1. Section 083613 "Sectional Doors."
 - 2. Section 077100 "Roof Specialties."
 - 3. Section 077200 "Roof Accessories."

1.3 DEFINITIONS

- A. Terminology Standard: See MBMA's "Metal Building Systems Manual" for definitions of terms for metal building system construction not otherwise defined in this Section or in referenced standards.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of metal building system component. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
 - 1. Structural-steel-framing system.
 - 2. Metal roof panels.
 - 3. Insulation and vapor retarder facings.
 - 4. Flashing and trim.
 - 5. Accessories.
- B. Shop Drawings: For the following metal building system components. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Anchor-Bolt Plans: Submit anchor-bolt plans and templates before foundation work begins. Include location, diameter, and projection of anchor bolts required to attach metal building to foundation. Indicate column reactions at each location.

2. Structural-Framing Drawings: Show complete fabrication of primary and secondary framing; include provisions for openings. Indicate welds and bolted connections, distinguishing between shop and field applications. Include transverse cross-sections.
 3. Metal Panel Layout Drawings: Show layouts of metal panels including methods of support. Include details of edge conditions, joints, panel profiles, corners, anchorages, trim, flashings, closures, and special details. Distinguish between factory- and field-assembled work; show locations of exposed fasteners.
 - a. Show roof-mounted items including roof hatches, equipment supports, pipe supports and penetrations, lighting fixtures, and items mounted on roof curbs.
 4. Accessory Drawings: Include details of the following items, at a scale of not less than **1-1/2 inches per 12 inches (1:8)**:
 - a. Flashing and trim.
 - b. Gutters.
 - c. Downspouts.
- C. Samples for Initial Selection: For units with factory-applied color finish.
- D. Delegated-Design Submittal: For metal building systems indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 INFORMATIONAL SUBMITTALS

- A. Metal Building System Certificates: For each type of metal building system, from manufacturer.
1. Letter of Design Certification: Signed and sealed by a qualified professional engineer. Include the following:
 - a. Name and location of Project.
 - b. Order number.
 - c. Name of manufacturer.
 - d. Name of Contractor.
 - e. Building dimensions including width, length, height, and roof slope.
 - f. Indicate compliance with AISC standards for hot-rolled steel and AISI standards for cold-rolled steel, including edition dates of each standard.
 - g. Governing building code and year of edition.
 - h. Design Loads: Include dead load, roof live load, collateral loads, roof snow load, deflection, wind loads/speeds and exposure, seismic design category or effective peak velocity-related acceleration/peak acceleration, and auxiliary loads.
 - i. Load Combinations: Indicate that loads were applied acting simultaneously with concentrated loads, according to governing building code.
 - j. Building-Use Category: Indicate category of building use and its effect on load importance factors.
 - k. AISC Certification for Category MB: Include statement that metal building system and components were designed and produced in an AISC-Certified Facility by an AISC-Certified Manufacturer.
- B. Manufacturer Certificates: For each product, from manufacturer.
- C. Warranties: Sample of special warranties.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For metal panel finishes to include in maintenance manuals.

1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer and member of MBMA.
 - 1. AISC Certification for Category MB: An AISC-Certified Manufacturer that designs and produces metal building systems and components in an AISC-Certified Facility.
 - 2. Engineering Responsibility: Preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.
- B. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.
- C. Source Limitations: Obtain metal building system components, including primary and secondary framing and metal panel assemblies, from single source from single manufacturer.
- D. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
 - 2. AWS D1.3, "Structural Welding Code - Sheet Steel."
- E. Structural Steel: Comply with AISC 360, "Specification for Structural Steel Buildings," for design requirements and allowable stresses.
- F. Cold-Formed Steel: Comply with AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members" for design requirements and allowable stresses.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver components, sheets, panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.
- B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.
- D. Protect foam-plastic insulation as follows:
 - 1. Do not expose to sunlight, except to extent necessary for period of installation and concealment.
 - 2. Protect against ignition at all times. Do not deliver foam-plastic insulation materials to Project site before installation time.
 - 3. Complete installation and concealment of foam-plastic materials as rapidly as possible in each area of construction.

1.9 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when weather conditions permit metal panels to be installed according to manufacturers' written instructions and warranty requirements.
- B. Field Measurements:
 - 1. Established Dimensions for Foundations: Comply with established dimensions on approved anchor-bolt plans, establishing foundation dimensions and proceeding with fabricating structural framing without field measurements. Coordinate anchor-bolt installation to ensure that actual anchorage dimensions correspond to established dimensions.
 - 2. Established Dimensions for Metal Panels: Where field measurements cannot be made without delaying the Work, either establish framing and opening dimensions and proceed with fabricating metal panels without field measurements, or allow for field trimming metal panels. Coordinate construction to ensure that actual building dimensions, locations of structural members, and openings correspond to established dimensions.

1.10 COORDINATION

- A. Coordinate sizes and locations of concrete foundations and casting of anchor-bolt inserts into foundation walls and footings.
- B. Coordinate installation of roof curbs, equipment supports and roof penetrations, which are specified in Section 077200 "Roof Accessories."
- C. Coordinate metal panel assemblies with rain drainage work, flashing, trim, and construction of supports and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.11 WARRANTY

- A. Special Warranty on Metal Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.
- B. Special Weathertightness Warranty for Standing-Seam Metal Roof Panels: Manufacturer's standard form in which manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that leak or otherwise fail to remain weathertight within specified warranty period.
 - 1. Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Nucor Building Systems or comparable product by one of the following:
1. American Steel Building Co., Inc.
 2. Butler Manufacturing Company; a BlueScope Steel company.
 3. Ceco Building Systems; Division of NCI Building Systems, L.P.
 4. Kirby Building Systems; Division of Magnatrax Corp.
 5. Star Building Systems; an NCI company.
 6. VP Buildings; a United Dominion company.

2.2 METAL BUILDING SYSTEMS

- A. Description: Provide a complete, integrated set of mutually dependent components and assemblies that form a metal building system capable of withstanding structural and other loads, thermally induced movement, and exposure to weather without failure or infiltration of water into building interior.
1. Provide metal building system of size and with bay spacings, roof slopes, and spans indicated.
- B. Primary-Frame Type:
1. Rigid Clear Span: Solid-member, structural-framing system without interior columns.
 2. Rigid Modular: Solid-member, structural-framing system with interior columns.
 3. Lean to: Solid- or truss-member, structural-framing system without interior columns, designed to be partially supported by another structure.
- C. End-Wall Framing: Engineer end walls to be expandable. Provide primary frame, capable of supporting full-bay design loads, and end-wall columns.
- D. Secondary-Frame Type: Manufacturer's standard purlins and joists and exterior-framed (bypass) girts.
- E. Eave Height: Manufacturer's standard height, as indicated by nominal height on Drawings. Provide minimum clear heights to structure elements at locations noted on Drawings.
- F. Bay Spacing: As indicated on the Drawings and confirmed by the Manufacturer.
- G. Roof Slope: 1 inch per 12 inches (1:12).
- H. Roof System: Manufacturer's standard trapezoidal-rib, standing-seam metal roof panels with field-installed insulation.
- I. Exterior Wall System: Manufacturer's standard foam-insulation-core metal wall panels.

2.3 METAL BUILDING SYSTEM PERFORMANCE

- A. Delegated Design: Design metal building system, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Structural Performance: Metal building systems shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to procedures in MBMA's "Metal Building Systems Manual."
1. Design Loads: As required by the 2011 Ohio Building Code and as follows:
 - a. Live Load: Twenty (20) pounds per square foot.

- b. Collateral Roof Load: Ten (10) pounds per square foot.
 - c. Ground Snow Load: Twenty (20) pounds per square foot, non-reducible.
 - d. Wind Speed: 90 MPH, minimum (UL90 rated).
 - e. Wind Exposure Factor: C
 - f. Crane Loading: None
 - g. HVAC Loading on Roof: Refer to Drawings for locations, sizes and loads.
 - h. Owner/FM Global Insurance Criteria:
2. Deflection Limits: Design metal building system assemblies to withstand design loads with deflections no greater than the following:
 - a. Purlins and Rafters: Vertical deflection of 1/180 of the span.
 - b. Girts: Horizontal deflection of 1/180 of the span.
 - c. Metal Roof Panels: Vertical deflection of 1/180 of the span.
 - d. Design secondary-framing system to accommodate deflection of primary framing and construction tolerances, and to maintain clearances at openings.
 3. Drift Limits: Engineer building structure to withstand design loads with drift limits no greater than the following:
 - a. Lateral Drift: Maximum of 1/200 of the building height.
 4. Metal panel assemblies shall withstand the effects of gravity loads and loads and stresses within limits and under conditions indicated according to ASTM E 1592.
- C. Seismic Performance: Metal building systems shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
- D. Thermal Movements: Allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- E. Air Infiltration for Metal Roof Panels: Air leakage through assembly of not more than 0.06 cfm/sq. ft. (0.3 L/s per sq. m) of roof area when tested according to ASTM E 1680 at negative test-pressure difference of 1.57 lbf/sq. ft. (75 Pa).
- F. Water Penetration for Metal Roof Panels: No water penetration when tested according to ASTM E 1646 at test-pressure difference of 2.86 lbf/sq. ft. (137 Pa).
- G. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for Class 90.
- H. Thermal Performance: Provide insulated metal panel assemblies with the following maximum U-factors and minimum R-values for opaque elements when tested according to ASTM C 1363 or ASTM C 518:
1. Metal Roof Panel Assemblies:
 - a. U-Factor: 0.055, maximum.
 - b. R-Value: 26.0 (insulation only).

- I. Energy Performance: Provide roof panels with initial solar reflectance not less than 0.70 and emissivity not less than 0.75 when tested according to CRRC.

2.4 STRUCTURAL-STEEL FRAMING

- A. Primary Framing: Manufacturer's standard primary-framing system, designed to withstand required loads and specified requirements. Primary framing includes transverse and lean-to frames; rafter, rake, and canopy beams; sidewall, intermediate, end-wall, and corner columns; and wind bracing.
1. General: Provide frames with attachment plates, bearing plates, and splice members. Factory drill for field-bolted assembly. Provide frame span and spacing indicated.
 - a. Slight variations in span and spacing may be acceptable if necessary to comply with manufacturer's standard, as approved by Architect.
 2. Rigid Clear-Span Frames: I-shaped frame sections fabricated from shop-welded, built-up steel plates or structural-steel shapes. Interior columns are not permitted.
 3. Rigid Modular Frames: I-shaped frame sections fabricated from shop-welded, built-up steel plates or structural-steel shapes. Provide interior columns fabricated from round steel pipes or tubes.
 4. Frame Configuration: One-directional sloped with Lean to, with high side connected to and supported by another structure and multiple gable. Refer to drawings for configuration and roof slopes.
 5. Exterior Column Type: Uniform depth and tapered.
 6. Rafter Type: Tapered.
- B. End-Wall Framing: Manufacturer's standard primary end-wall framing fabricated for field-bolted assembly to comply with the following:
1. End-Wall and Corner Columns: I-shaped sections fabricated from structural-steel shapes; shop-welded, built-up steel plates; or C-shaped, cold-formed, structural-steel sheet.
- C. Secondary Framing: Manufacturer's standard secondary framing, including purlins, girts, eave struts, flange bracing, base members, gable angles, clips, headers, jambs, and other miscellaneous structural members. Unless otherwise indicated, fabricate framing from either cold-formed, structural-steel sheet or roll-formed, metallic-coated steel sheet, prepainted with coil coating, to comply with the following:
1. Purlins: C- or Z-shaped sections; fabricated from built-up steel plates, steel sheet, or structural-steel shapes; minimum **2-1/2-inch- (64-mm-)** wide flanges.
 - a. Depth: As needed to comply with system performance requirements but not less than 8-inches.
 2. Girts: C- or Z-shaped sections; fabricated from built-up steel plates, steel sheet, or structural-steel shapes. Form ends of Z-sections with stiffening lips angled 40 to 50 degrees from flange, with minimum **2-1/2-inch- (64-mm-)** wide flanges.
 - a. Depth: As required to comply with system performance requirements but not less than 8-inches.
 3. Eave Struts: Unequal-flange, C-shaped sections; fabricated from built-up steel plates, steel sheet, or structural-steel shapes; to provide adequate backup for metal panels.
 4. Flange Bracing: Minimum **2-by-2-by-1/8-inch (51-by-51-by-3-mm)** structural-steel angles or **1-inch- ((25-mm-)** diameter, cold-formed structural tubing to stiffen primary-frame flanges.
 5. Sag Bracing: Minimum **1-by-1-by-1/8-inch (25-by-25-by-3-mm)** structural-steel angles.

6. Base or Sill Angles: Minimum 3-by-2-inch (76-by-51-mm) zinc-coated (galvanized) steel sheet.
 7. Purlin and Girt Clips: Manufacturer's standard clips fabricated from steel sheet. Provide galvanized clips where clips are connected to galvanized framing members.
 8. Secondary End-Wall Framing: Manufacturer's standard sections fabricated from zinc-coated (galvanized) steel sheet or structural-steel sheet.
 9. Framing for Openings: Channel shapes; fabricated from cold-formed, structural-steel sheet or structural-steel shapes. Frame head and jamb of door openings and head, jamb, and sill of other openings.
 10. Miscellaneous Structural Members: Manufacturer's standard sections fabricated from cold-formed, structural-steel sheet; built-up steel plates; or zinc-coated (galvanized) steel sheet; designed to withstand required loads.
- D. Bracing: Provide adjustable wind bracing as follows:
1. Rods: ASTM A 36/A 36M; ASTM A 572/A 572M, Grade 50 (345); or ASTM A 529/A 529M, Grade 50 (345); minimum 1/2-inch- (13-mm-) diameter steel; threaded full length or threaded a minimum of 6 inches (152 mm) at each end.
- E. Bolts: Provide plain-finish bolts for structural-framing components that are primed or finish painted. Provide zinc-plated bolts for structural-framing components that are galvanized.
- F. Materials:
1. W-Shapes: ASTM A 992/A 992M; ASTM A 572/A 572M, Grade 50 or 55 (345 or 380); or ASTM A 529/A 529M, Grade 50 or 55 (345 or 380).
 2. Channels, Angles, M-Shapes, and S-Shapes: ASTM A 36/A 36M; ASTM A 572/A 572M, Grade 50 or 55 (345 or 380); or ASTM A 529/A 529M, Grade 50 or 55 (345 or 380).
 3. Plate and Bar: ASTM A 36/A 36M; ASTM A 572/A 572M, Grade 50 or 55 (345 or 380); or ASTM A 529/A 529M, Grade 50 or 55 (345 or 380).
 4. Steel Pipe: ASTM A 53/A 53M, Type E or S, Grade B.
 5. Cold-Formed Hollow Structural Sections: ASTM A 500, Grade B or C, structural tubing.
 6. Structural-Steel Sheet: Hot-rolled, ASTM A 1011/A 1011M, Structural Steel (SS), Grades 30 through 55 (205 through 380), or High-Strength Low-Alloy Steel (HSLAS), Grades 45 through 70 (310 through 480); or cold-rolled, ASTM A 1008/A 1008M, Structural Steel (SS), Grades 25 through 80 (170 through 550), or High-Strength Low-Alloy Steel (HSLAS), Grades 45 through 70 (310 through 480).
 7. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grades 33 through 80 (230 through 550,) or High-Strength Low-Alloy Steel (HSLAS), Grades 50 through 80 (340 through 550); with G60 (Z180) coating designation; mill phosphatized.
 8. Metallic-Coated Steel Sheet Prepainted with Coil Coating: Steel sheet, metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
 - a. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grades 33 through 80 (230 through 550,) or High-Strength Low-Alloy Steel (HSLAS), Grades 50 through 80 (340 through 550); with G90 (Z275) coating designation.
 - b. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, Structural Steel (SS), Grade 50 or 80 (340 or 550); with Class AZ50 (AZM150) coating.
 9. Non-High-Strength Bolts, Nuts, and Washers: ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6), carbon-steel, hex-head bolts; ASTM A 563 (ASTM A 563M) carbon-steel hex nuts; and ASTM F 844 plain (flat) steel washers.
 - a. Finish: Plain.

10. High-Strength Bolts, Nuts, and Washers: **ASTM A 325 (ASTM A 325M)**, Type 1, heavy-hex steel structural bolts; **ASTM A 563 (ASTM A 563M)** heavy-hex carbon-steel nuts; and **ASTM F 436 (ASTM F 436M)** hardened carbon-steel washers.
 - a. Finish: Plain.
 11. High-Strength Bolts, Nuts, and Washers: **ASTM A 490 (ASTM A 490M)**, Type 1, heavy-hex steel structural bolts or tension-control, bolt-nut-washer assemblies with spline ends; **ASTM A 563 (ASTM A 563M)** heavy-hex carbon-steel nuts; and **ASTM F 436 (ASTM F 436M)** hardened carbon-steel washers, plain.
 12. Tension-Control, High-Strength Bolt-Nut-Washer Assemblies: ASTM F 1852, Type 1, heavy-hex-head steel structural bolts with spline ends.
 - a. Finish: Plain.
 13. Unheaded Anchor Rods: ASTM F 1554, Grade 36.
 - a. Configuration: Straight.
 - b. Nuts: **ASTM A 563 (ASTM A 563M)** heavy-hex carbon steel.
 - c. Plate Washers: ASTM A 36/A 36M carbon steel.
 - d. Washers: **ASTM F 436 (ASTM F 436M)** hardened carbon steel.
 - e. Finish: Plain.
 14. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- G. Finish: Factory primed. Apply specified primer immediately after cleaning and pretreating.
1. Apply primer to primary and secondary framing to a minimum dry film thickness of **1 mil (0.025 mm)**.
 - a. Prime secondary framing formed from uncoated steel sheet to a minimum dry film thickness of **0.5 mil (0.013 mm)** on each side.
 2. Prime galvanized members with specified primer after phosphoric acid pretreatment.
 3. Primer: SSPC-Paint 15, Type I, red oxide.

2.5 METAL ROOF PANELS

- A. Trapezoidal-Rib, Standing-Seam Metal Roof Panels "Nucor CRF": Formed with raised trapezoidal ribs at panel edges and intermediate stiffening ribs symmetrically spaced between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels and engaging opposite edge of adjacent panels.
1. Material: Aluminum-zinc alloy-coated steel sheet, **0.022-inch (0.56-mm)** nominal thickness.
 - a. Exterior Finish: Fluoropolymer.
 - b. Color: As selected by Architect from manufacturer's full range.
 2. Clips: Manufacturer's standard, floating type to accommodate thermal movement; fabricated from aluminum-zinc alloy-coated steel sheet.
 3. Joint Type: Mechanically seamed, folded according to manufacturer's standard.
 4. Panel Coverage: **24 inches (610 mm)**.
 5. Panel Height: **3 inches (76 mm)**.

6. Uplift Rating: UL 90.

B. Materials:

1. Metallic-Coated Steel Sheet: Restricted-flatness steel sheet, metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
 - a. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, **G90 (Z275)** coating designation; structural quality.
 - b. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, **Class AZ50 coating designation, Grade 40 (Class AZM150 coating designation, Grade 275)**; structural quality.
 - c. Surface: Smooth, flat finish.

C. Finishes:

1. Exposed Coil-Coated Finish:
 - a. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
2. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of **0.5 mil (0.013 mm)**.

2.6 FOAM-INSULATION-CORE METAL WALL PANELS

A. Description: Provide factory-formed and -assembled, metal wall panels fabricated from two metal facing sheets and an insulation core foamed in place during fabrication, with joints between panels designed to form weathertight seals. Include accessories required for weathertight installation.

1. Concealed-Fastener, Foam-Insulation-Core Metal Wall Panels "Nucor Double Mesa DM40": Formed with double tongue-and-groove panel edges; designed for sequential installation by interlocking panel edges and mechanically attaching panels to supports using concealed clips or fasteners.
 - a. Facings: Fabricate panel with exterior and interior facings of same material and thickness.
 - b. Exterior Surface: Shallow ribs.
 - c. Panel Coverage: **40 inches (1061 mm)** nominal.
 - d. Panel Thickness: **2 inches (51 mm)**.
 - e. Thermal-Resistance Value (R-Value): 16.

B. Panel Performance:

1. Flatwise Tensile Strength: **30 psi (200 kPa)** when tested according to ASTM C 297/C 297M.
2. Humid Aging: Volume increase not greater than 6.0 percent and no delamination or metal corrosion when tested for seven days at **140 deg F (60 deg C)** and 100 percent relative humidity according to ASTM D 2126.
3. Heat Aging: Volume increase not greater than 2.0 percent and no delamination, surface blistering, or permanent bowing when tested for seven days at **200 deg F (93 deg C)** according to ASTM D 2126.

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4. Cold Aging: Volume decrease not more than 1.0 percent and no delamination, surface blistering, or permanent bowing when tested for seven days at minus 20 deg F (29 deg C) according to ASTM D 2126.
5. Fatigue: No evidence of delamination, core cracking, or permanent bowing when tested to a 20-lbf/sq. ft. (958-kPa) positive and negative wind load and with deflection of L/180 for two million cycles.
6. Autoclave: No delamination when exposed to 2-psi (13.8-kPa) pressure at a temperature of 212 deg F (100 deg C) for 2-1/2 hours.
7. Fire-Test-Response Characteristics: Class A according to ASTM E 108.

C. Polyisocyanurate Insulation-Core Performance:

1. Density: 2.0 to 2.6 lb/cu. ft. (32 to 42 kg/cu. m) when tested according to ASTM D 1622.
2. Compressive Strength: Minimum 20 psi (140 kPa) when tested according to ASTM D 1621.
3. Shear Strength: 26 psi (179 kPa) when tested according to ASTM C 273/C 273M.

D. Materials:

1. Polyisocyanurate Insulation: Modified polyisocyanurate foam using a non-CFC blowing agent, foamed-in-place or board type as indicated, with maximum flame-spread and smoke-developed indexes of 25 and 450, respectively.
 - a. Closed-Cell Content: 90 percent when tested according to ASTM D 6226.
2. Metallic-Coated Steel Sheet: Restricted-flatness steel sheet, metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
 - a. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, Class AZ50 coating designation, Grade 40 (Class AZM150 coating designation, Grade 275); structural quality.
 - b. Surface: Embossed finish.

E. Finishes:

1. Exposed Coil-Coated Finish:
 - a. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
2. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil (0.013 mm).

2.7 THERMAL INSULATION

- A. Faced Metal Building Insulation: ASTM C 991, Type II, glass-fiber-blanket insulation; 0.5-lb/cu. ft. (8-kg/cu. m) density; 2-inch- (51-mm-) wide, continuous, vapor-tight edge tabs; with a flame-spread index of 25 or less.
 1. Vapor-Retarder Facing: ASTM C 1136, with permeance not greater than 0.02 perm (1.15 ng/Pa x s x sq. m) when tested according to ASTM E 96/E 96M, Desiccant Method.

- a. Composition: White polypropylene film facing, tri-directional fiberglass scrim reinforcement, and metallized-polyester film backing.
 2. Basis-of-Design, Roof: Guardian "Energy Saver FP"
 3. Basis of Design, Wall: Guardian "GBP Silvercote".
- B. Unfaced Metal Building Insulation: ASTM C 991, Type I, or NAIMA 202, glass-fiber-blanket insulation; **0.5-lb/cu. ft. (8-kg/cu. m)** density; **2-inch- (51-mm-)** wide, continuous, vapor-tight edge tabs; with a flame-spread index of 25 or less.
1. Vapor-Retarder Facing: ASTM C 1136, with permeance not greater than **0.02 perm (1.15 ng/Pa x s x sq. m)** when tested according to ASTM E 96/E 96M, Desiccant Method.
 - a. Composition: White polypropylene film facing, tri-directional fiberglass scrim reinforcement, and metallized-polyester film backing.
- C. Retainer Strips: **0.025-inch (0.64-mm)** nominal-thickness, formed, metallic-coated steel or PVC retainer clips colored to match insulation facing.
- D. Vapor-Retarder Tape: Pressure-sensitive tape of type recommended by vapor-retarder manufacturer for sealing joints and penetrations in vapor retarder.

2.8 ACCESSORIES

- A. General: Provide accessories as standard with metal building system manufacturer and as specified. Fabricate and finish accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes. Comply with indicated profiles and with dimensional and structural requirements.
1. Form exposed sheet metal accessories that are without excessive oil-canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
- B. Roof Panel Accessories: Provide components required for a complete metal roof panel assembly including copings, fasciae, corner units, ridge closures, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal roof panels unless otherwise indicated.
1. Closures: Provide closures at eaves and ridges, fabricated of same material as metal roof panels.
 2. Clips: Manufacturer's standard, formed from steel sheet, designed to withstand negative-load requirements.
 3. Cleats: Manufacturer's standard, mechanically seamed cleats formed from steel sheet.
 4. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
 5. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum **1-inch- (25-mm-)** thick, flexible closure strips; cut or premolded to match metal roof panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
 6. Thermal Spacer Blocks: Where metal panels attach directly to purlins, provide thermal spacer blocks of thickness required to provide **1-inch (25-mm)** standoff; fabricated from extruded polystyrene.
- C. Flashing and Trim: Formed from **0.022-inch (0.56-mm)** nominal-thickness, metallic-coated steel sheet or aluminum-zinc alloy-coated steel sheet repainted with coil coating; finished to match adjacent metal panels.

1. Provide flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers.
 2. Opening Trim: Formed from **0.022-inch (0.56-mm)** nominal-thickness, metallic-coated steel sheet or aluminum-zinc alloy-coated steel sheet prepainted with coil coating. Trim head and jamb of door openings, and head, jamb, and sill of other openings.
- D. Gutters: Formed from **0.022-inch (0.56-mm)** nominal-thickness, metallic-coated steel sheet or aluminum-zinc alloy-coated steel sheet prepainted with coil coating; finished to match roof fascia and rake trim. Match profile of gable trim, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum **96-inch- (2438-mm-)** long sections, sized according to SMACNA's "Architectural Sheet Metal Manual."
1. Gutter Supports: Fabricated from same material and finish as gutters.
 2. Strainers: Bronze, copper, or aluminum wire ball type at outlets.
- E. Downspouts: Formed from **0.022-inch (0.56-mm)** nominal-thickness, zinc-coated (galvanized) steel sheet or aluminum-zinc alloy-coated steel sheet prepainted with coil coating; finished to match metal wall panels. Fabricate in minimum **10-foot- (3-m-)** long sections, complete with formed elbows and offsets.
1. Mounting Straps: Fabricated from same material and finish as gutters.
- F. Materials:
1. Fasteners: Self-tapping screws, bolts, nuts, self-locking rivets and bolts, end-welded studs, and other suitable fasteners designed to withstand design loads. Provide fasteners with heads matching color of materials being fastened by means of plastic caps or factory-applied coating.
 - a. Fasteners for Metal Roof Panels: Self-drilling, Type 410 stainless-steel or self-tapping, Type 304 stainless-steel or zinc-alloy-steel hex washer head, with EPDM washer under heads of fasteners bearing on weather side of metal panels.
 - b. Fasteners for Metal Wall Panels: Self-drilling, Type 410 stainless-steel or self-tapping, Type 304 stainless-steel or zinc-alloy-steel hex washer head.
 - c. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws with hex washer head.
 - d. Blind Fasteners: High-strength aluminum or stainless-steel rivets.
 2. Corrosion-Resistant Coating: Cold-applied asphalt mastic, compounded for **15-mil (0.4-mm)** dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.
 3. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.
 4. Metal Panel Sealants:
 - a. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene-compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape of manufacturer's standard size.
 - b. Joint Sealant: ASTM C 920; one-part elastomeric polyurethane or polysulfide; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended by metal building system manufacturer.

2.9 FABRICATION

- A. General: Design components and field connections required for erection to permit easy assembly.
1. Mark each piece and part of the assembly to correspond with previously prepared erection drawings, diagrams, and instruction manuals.
 2. Fabricate structural framing to produce clean, smooth cuts and bends. Punch holes of proper size, shape, and location. Members shall be free of cracks, tears, and ruptures.
- B. Tolerances: Comply with MBMA's "Metal Building Systems Manual" for fabrication and erection tolerances.
- C. Primary Framing: Shop fabricate framing components to indicated size and section, with baseplates, bearing plates, stiffeners, and other items required for erection welded into place. Cut, form, punch, drill, and weld framing for bolted field assembly.
1. Make shop connections by welding or by using high-strength bolts.
 2. Join flanges to webs of built-up members by a continuous, submerged arc-welding process.
 3. Brace compression flange of primary framing with steel angles or cold-formed structural tubing between frame web and purlin web or girt web, so flange compressive strength is within allowable limits for any combination of loadings.
 4. Weld clips to frames for attaching secondary framing.
 5. Shop Priming: Prepare surfaces for shop priming according to SSPC-SP 2. Shop prime primary framing with specified primer after fabrication.
- D. Secondary Framing: Shop fabricate framing components to indicated size and section by roll-forming or break-forming, with baseplates, bearing plates, stiffeners, and other plates required for erection welded into place. Cut, form, punch, drill, and weld secondary framing for bolted field connections to primary framing.
1. Make shop connections by welding or by using non-high-strength bolts.
 2. Shop Priming: Prepare uncoated surfaces for shop priming according to SSPC-SP 2. Shop prime uncoated secondary framing with specified primer after fabrication.
- E. Metal Panels: Fabricate and finish metal panels at the factory to greatest extent possible, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements. Comply with indicated profiles and with dimensional and structural requirements.
1. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of metal panel.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with erector present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Before erection proceeds, survey elevations and locations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments to receive structural framing, with erector present, for compliance with requirements and metal building system manufacturer's tolerances.
1. Engage land surveyor to perform surveying.
- C. Proceed with erection only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition.
- B. Provide temporary shores, guys, braces, and other supports during erection to keep structural framing secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural framing, connections, and bracing are in place unless otherwise indicated.

3.3 ERECTION OF STRUCTURAL FRAMING

- A. Erect metal building system according to manufacturer's written erection instructions and erection drawings.
- B. Do not field cut, drill, or alter structural members without written approval from metal building system manufacturer's professional engineer.
- C. Set structural framing accurately in locations and to elevations indicated, according to AISC specifications referenced in this Section. Maintain structural stability of frame during erection.
- D. Base and Bearing Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
 - 1. Set plates for structural members on wedges, shims, or setting nuts as required.
 - 2. Tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
 - 3. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
- E. Align and adjust structural framing before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with framing. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 - 1. Level and plumb individual members of structure.
 - 2. Make allowances for difference between temperature at time of erection and mean temperature when structure will be completed and in service.
- F. Primary Framing and End Walls: Erect framing level, plumb, rigid, secure, and true to line. Level baseplates to a true even plane with full bearing to supporting structures, set with double-nutted anchor bolts. Use grout to obtain uniform bearing and to maintain a level base-line elevation. Moist-cure grout for not less than seven days after placement.
 - 1. Make field connections using high-strength bolts installed according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for bolt type and joint type specified.
 - a. Joint Type: Snug tightened or pretensioned.
- G. Secondary Framing: Erect framing level, plumb, rigid, secure, and true to line. Field bolt secondary framing to clips attached to primary framing.
 - 1. Provide rake or gable purlins with tight-fitting closure channels and fasciae.
 - 2. Locate and space wall girts to suit openings such as doors and windows.

3. Locate canopy framing as indicated.
4. Provide supplemental framing at entire perimeter of openings, including doors, windows, louvers, ventilators, and other penetrations of roof and walls.

H. Bracing: Install bracing in roof and sidewalls where indicated on erection drawings.

1. Tighten rod and cable bracing to avoid sag.
2. Locate interior end-bay bracing only where indicated.

I. Framing for Openings: Provide shapes of proper design and size to reinforce openings and to carry loads and vibrations imposed, including equipment furnished under mechanical and electrical work. Securely attach to structural framing.

J. Erection Tolerances: Maintain erection tolerances of structural framing within AISC 303.

3.4 METAL PANEL INSTALLATION, GENERAL

A. Examination: Examine primary and secondary framing to verify that structural-panel support members and anchorages have been installed within alignment tolerances required by manufacturer.

1. Examine roughing-in for components and systems penetrating metal panels, to verify actual locations of penetrations relative to seams before metal panel installation.

B. General: Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.

1. Field cut metal panels as required for doors, windows, and other openings. Cut openings as small as possible, neatly to size required, and without damage to adjacent metal panel finishes.
 - a. Field cutting of metal panels by torch is not permitted unless approved in writing by manufacturer.
2. Install metal panels perpendicular to structural supports unless otherwise indicated.
3. Flash and seal metal panels with weather closures at perimeter of openings and similar elements. Fasten with self-tapping screws.
4. Locate and space fastenings in uniform vertical and horizontal alignment.
5. Locate metal panel splices over, but not attached to, structural supports with end laps in alignment.
6. Lap metal flashing over metal panels to allow moisture to run over and off the material.

C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by metal roof panel manufacturer.

D. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weatherproof performance of metal panel assemblies. Provide types of gaskets, fillers, and sealants indicated; or, if not indicated, provide types recommended by metal panel manufacturer.

1. Seal metal panel end laps with double beads of tape or sealant the full width of panel. Seal side joints where recommended by metal panel manufacturer.
2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

3.5 METAL ROOF PANEL INSTALLATION

- A. General: Provide metal roof panels of full length from eave to ridge unless otherwise indicated or restricted by shipping limitations.
 - 1. Install ridge caps as metal roof panel work proceeds.
 - 2. Flash and seal metal roof panels with weather closures at eaves and rakes. Fasten with self-tapping screws.
- B. Standing-Seam Metal Roof Panels: Fasten metal roof panels to supports with concealed clips at each standing-seam joint, at location and spacing and with fasteners recommended by manufacturer.
 - 1. Install clips to supports with self-drilling or self-tapping fasteners.
 - 2. Install pressure plates at locations indicated in manufacturer's written installation instructions.
 - 3. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging factory-applied sealant.
 - 4. Seamed Joint: Crimp standing seams with manufacturer-approved motorized seamer tool so that clip, metal roof panel, and factory-applied sealant are completely engaged.
 - 5. Rigidly fasten eave end of metal roof panels and allow ridge end free movement due to thermal expansion and contraction. Predrill panels for fasteners.
 - 6. Provide metal closures at rake edges, rake walls and each side of ridge caps.
- C. Metal Fascia Panels: Align bottom of metal panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws. Flash and seal metal panels with weather closures where fasciae meet soffits, along lower panel edges, and at perimeter of all openings.
- D. Metal Roof Panel Installation Tolerances: Shim and align metal roof panels within installed tolerance of **1/4 inch in 20 feet (6 mm in 6 m)** on slope and location lines as indicated and within **1/8-inch (3-mm)** offset of adjoining faces and of alignment of matching profiles.

3.6 THERMAL INSULATION INSTALLATION

- A. General: Install insulation concurrently with metal panel installation, in thickness indicated to cover entire surface, according to manufacturer's written instructions.
 - 1. Set vapor-retarder-faced units with vapor retarder toward warm side of construction unless otherwise indicated. Do not obstruct ventilation spaces except for firestopping.
 - 2. Tape joints and ruptures in vapor retarder, and seal each continuous area of insulation to the surrounding construction to ensure airtight installation.
 - 3. Install factory-laminated, vapor-retarder-faced blankets straight and true in one-piece lengths, with both sets of facing tabs sealed, to provide a complete vapor retarder.
 - 4. Install blankets straight and true in one-piece lengths. Install vapor retarder over insulation, with both sets of facing tabs sealed, to provide a complete vapor retarder.
- B. Blanket Roof Insulation: Comply with the following installation method:
 - 1. Between-Purlin Installation: Extend insulation and vapor retarder between purlins. Carry vapor-retarder-facing tabs up and over purlin, overlapping adjoining facing of next insulation course and maintaining continuity of retarder. Hold in place with bands and crossbands below insulation.
 - 2. Over-Purlin-with-Spacer-Block Installation: Extend insulation and vapor retarder over and perpendicular to top flange of secondary framing. Install layer of filler insulation over first layer to fill space formed by metal roof panel standoffs. Hold in place by panels fastened to standoffs.
 - a. Thermal Spacer Blocks: Where metal roof panels attach directly to purlins, install thermal spacer blocks.

3. Retainer Strips: Install retainer strips at each longitudinal insulation joint, straight and taut, nesting with secondary framing to hold insulation in place.

3.7 ACCESSORY INSTALLATION

- A. General: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
 1. Install components required for a complete metal roof panel assembly, including trim, copings, ridge closures, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
 2. Install components for a complete metal wall panel assembly, including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
 3. Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by manufacturer.
- B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
 1. Install exposed flashing and trim that is without excessive oil-canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance.
 2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of **10 feet (3 m)** with no joints allowed within **24 inches (600 mm)** of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than **1 inch (25 mm)** deep, filled with mastic sealant (concealed within joints).
- C. Gutters: Join sections with riveted-and-soldered or lapped-and-sealed joints. Attach gutters to eave with gutter hangers spaced as required for gutter size, but not more than **36 inches (914 mm)** o.c. using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.
- D. Downspouts: Join sections with **1-1/2-inch (38-mm)** telescoping joints. Provide fasteners designed to hold downspouts securely **1 inch (25 mm)** away from walls; locate fasteners at top and bottom and at approximately **60 inches (1524 mm)** o.c. in between.
 1. Provide elbows at base of downspouts to direct water away from building.
 2. Tie downspouts to underground drainage system indicated.
- E. Pipe Flashing: Form flashing around pipe penetration and metal roof panels. Fasten and seal to panel as recommended by manufacturer.

3.8 FIELD QUALITY CONTROL

- A. Special Inspections: [**Owner will engage**] a qualified special inspector to perform the following special inspections:

1. Inspection of fabricators.
2. Steel construction.
3. **<Insert special inspections>**.

B. Testing Agency: [**Owner will engage**] a qualified testing agency to perform tests and inspections.

C. Tests and Inspections:

1. High-Strength, Field-Bolted Connections: Connections shall be [**tested and**] inspected during installation according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
2. Welded Connections: In addition to visual inspection, field-welded connections shall be tested and inspected according to AWS D1.1/D1.1M and the following inspection procedures, at inspector's option:
 - a. Liquid Penetrant Inspection: ASTM E 165.
 - b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
 - c. Ultrasonic Inspection: ASTM E 164.
 - d. Radiographic Inspection: ASTM E 94.

D. Product will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

3.9 CLEANING AND PROTECTION

- A. Repair damaged galvanized coatings on galvanized items with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.
- B. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.
- C. Touchup Painting: After erection, promptly clean, prepare, and prime or reprime field connections, rust spots, and abraded surfaces of prime-painted structural framing, bearing plates, and accessories.
 1. Clean and prepare surfaces by SSPC-SP 2, "Hand Tool Cleaning," or by SSPC-SP 3, "Power Tool Cleaning."
 2. Apply a compatible primer of same type as shop primer used on adjacent surfaces.
- D. Touchup Painting: Cleaning and touchup painting are specified in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."
- E. Metal Panels: Remove temporary protective coverings and strippable films, if any, as metal panels are installed. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.
 1. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 133419

IMPORTANT NOTE

Due to heightened security at One Government Center, if your bid is to be delivered to the bid-opening site by other than US Mail, UPS or Federal Express, you must complete, print and attach this label to the front of the container holding your document. Note: Upon entering One Government Center, you will be required to show a photo ID.

Formal bid to: Lucas County Commissioners
One Government Center, Suite 800
Toledo OH 43604-2247

Item for bid _____

Invitation to Bid No. or Request for Proposal No. _____

Date of Bid Opening _____

Bid Opening Time _____

Vendor Name _____