LUCAS COUNTY MULTI-PURPOSE ARENA

BID PACKAGE – 09-038P VIDEO BOARD/ PRODUCTION SUITE

JUNE 12, 2009

MANDATORY PRE-BID MEETING:

JUNE 23, 2009
@ 9:00 AM (LOCAL TIME)

SEE INVITATION TO BID FOR INSTRUCTIONS

BID DUE DATE:

JULY 8, 2009
@ 2:00 PM (LOCAL TIME)

SEE INVITATION TO BID FOR INSTRUCTIONS

LUCAS COUNTY OHIO

INVITATION TO BID

NEW LUCAS COUNTY MULTI-PURPOSE ARENA

VIDEO BOARD/PRODUCTION SUITE

LUCAS COUNTY COMMISSIONERS	**09-038P**
COUNTY AGENCY	**BID NUMBER**

JULY 8, 2009 @ 2:00 PM EST (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 the **Video Board/Production Suite** for the Lucas County Multi-Purpose Arena.

Any bidder submitting a bid must submit a completed bid following the procedure outlined in this Invitation to Bid (ITB) no later than **JULY 8, 2009 @ 2:00 PM (LOCAL TIME)**. 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. A Mandatory Pre-Bid conference is scheduled for **JUNE 23, 2009 @ 9:00 AM LOCAL TIME AT *THE SEAGATE CONVENTION CENTRE, LOCATION OF THE ROOM WILL BE POSTED INSIDE THE SEAGATE CENTRE THE DAY OF THE MEETING.***

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 rising under this ITB and subsequent contract.

2.0 Bid Opening

The bid opening is scheduled for **JULY 8, 2009 @ 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 the Lucas County Commissioners, Suite 480 reception area. The opening of the sealed bids will take place at the Lucas County Commissioners, One Government Center, Suite 480, Fourth Floor, Toledo, Ohio 43604-2259

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 (10%) percent 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 days of contract award. Bonds will be returned to the successful bidder within 30 days of receipt of goods.

4.0 Pre-Bid Conference

X	Applicable if box is checked

Detailed questions regarding this Invitation to Bid can be addressed at the Mandatory Pre-Bid Conference held on **JUNE 23, 2009 @ 9:00 AM LOCAL TIME AT *THE SEAGATE CONVENTION CENTRE, LOCATION OF THE ROOM WILL BE POSTED INSIDE THE SEAGATE CENTRE THE DAY OF THE MEETING.*** **ATTENDANCE IS MANDATORY;** failure to attend Pre-Bid Conference will disqualify your bid. There will be no written responses to questions unless research is required, in that instance, written responses will be mailed or sent via fax or e-mail to all bidders along with any and all amendments that are issued to those that attended the Pre-Bid Conference.

5.0 Prevailing Wage

X	Applicable if box is checked

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 $69,853.00 for new construction or $20,955.00 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:

George Sydlowski
Lucas County Prevailing Wage Coordinator
Office of Management & Budget
Lucas County Commissioners
One Government Center, Suite 800
Toledo, OH 43604
419 213-4661
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 480
Toledo OH 43604-2259

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

a. Entire Original Request for Bid (ITB) and two (2) photocopies; this includes any amendments applicable to this ITB.

b. Completed Affidavits: (1) Delinquent Property Tax, (2) Non-Discrimination, (3) Non-collusion, (4) Compliance with Section 3517.13 of the Ohio Revised Code (5) No Findings for Recovery, (6) Compliance Affidavit for Businesses, (7) Best Bid Criteria, attached as (Section A). Signed by the legally authorized representative and notarized (8) Government Business and Funding Contracts.(9) Lucas County Contract Transparency Purchasing Policy

Disclosure, (10) **Lucas County Sweatfree** ***Affidavit and (11)Living Wage Affadavit.***

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 (Form of Proposal (Section 00400).

e. ***MBE – (1) Affidavit of Compliance, (2) Utilization Form.***

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 Form of Proposal. 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 drawings/specifications should be directed in writing to:

Lucas County Information Services
CJ Holley
One Government Center
Suite 400
Toledo, Ohio 43604

Phone: 419-213-4025
Fax: 419-213-4090
E-mail: cjholley@co.lucas.oh.us

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 Additional Administrative Requirements – Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA) Section 9.08

Ohio Revised Code Section 2909.21 Terrorism requires that any contract that will result in an Offeror receiving funding in an aggregate amount greater than $100,000 annually shall certify that it does not provide material assistance to any organization on the United States Department of State Terrorist exclusion list. Prior to award of the contract, the successful Offeror shall complete the DMA Form (Section A).
Affixing a signature on the Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization form of the Proposal, the Offeror certifies that it does not provide material assistance to any organization on the list, and that failure to complete the form or answer "yes" to any question shall serve for the purposes of this affidavit as a disclosure of the provision of assistance to an organization that is listed on the terrorist exclusion list (Section A).

7.0 Contract Administration

The Lucas County Commissioners' Administration 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 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 JUNE 26, 2009 @ 5:00PM (LOCAL TIME). 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 trade 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 in the format specified in **(Section G).** 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, 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 G).**

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.

SECTION A – AFFIDAVITS

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

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 _____ (BID TITLE)

to the Board of Lucas County Commissioners on _____ (DATE) that

_____ (NAME OF COMPANY) was / was not (CIRCLE ONE) charged with delinquent

Personal 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)

LUCAS COUNTY AFFIDAVIT IN COMPLIANCE WITH O.R.C. SECTION 3517.13

Recent changes in Ohio law require Counties to obtain an additional affidavit from certain vendors regarding campaign contributions. With this affidavit you are simply affirming that you or your organization have not made campaign contributions to the Board of County Commissioners in an amount that exceeds the statutory maximum for organizations or individuals contracting with the County.

Please read the affidavit starting on page 2 for more specific details.

Additionally in order to ensure compliance with the law you must provide information regarding your business organization.

Is your organization a:

___ Publicly-traded for-profit corporation

___ Privately-held for-profit corporation

___ Not-for-profit corporation

___ Partnership

___ Sole proprietorship

Please list any members of your organization with a 20% or greater ownership interest:

_____

_____

_____

Please list any political action committees associated with your organization:

_____

_____

_____

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 prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13 (campaign contributions and reporting) 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. On behalf of the individual, partnership, other unincorporated business association, professional association organized under Chapter 1785 O.R.C. or estate or trust that all of the following persons, where applicable, are in compliance with 3517.13 (I)(1)[1]:

   a. the individual;
   b. each partner or owner of the partnership or other unincorporated business;
   c. each shareholder of the association;
   d. each administrator of the estate;
   e. each executor of the estate;
   f. each trustee of the trust;
   g. each spouse of any person identified in (a) through (f) of this section;
   h. each child seven years of age to seventeen years of age of any person identified in (a) through (f) of this section;
   i. any combination of persons identified in (a) through (f) of this section.

[1] O.R.C. § 3517.13 (I) (1) (a) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than ten thousand dollars or services costing more than ten thousand dollars to any individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust if *any person or entity* listed herein in paragraph 1, sub-paragraphs a-i above, *has made, as an individual*, within the previous twenty-four (24) months, *one or more contributions totaling in excess of one thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

2. On behalf of the individual, partnership, other unincorporated business association, professional association organized under Chapter 1785 O.R.C. or estate or trust that all of the following persons, where applicable, are in compliance with 3517.13 (I)(1) (b)[2]:
   a. the individual;
   b. each partner or owner of the partnership or other unincorporated business;
   c. each shareholder of the association;
   d. each administrator of the estate;
   e. each executor of the estate;
   f. each trustee of the trust;
   g. each spouse of any person identified in (a) through (f) of this section;
   h. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;
   i. any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.

3. On behalf of a corporation or business trust, except a professional association organized under Chapter 1785 O.R.C., that all of the following persons, where applicable, are in compliance with 3517.13 (J)(1)[3]:
   a. an owner of more than twenty per cent of the corporation or business trust;
   b. each spouse of an owner of more than twenty per cent of the corporation or business trust;
   c. each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
   d. any combination of persons identified in (a) through (c) of this section.

4. On behalf of a corporation or business trust, except a professional association organized under Chapter 1785 O.R.C., that all of the following persons, where applicable, are in compliance with 3517.13 (J)(2)[4]:

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[2] O.R.C. § 3517.13 (I) (1) (b) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than ten thousand dollars or services costing more than ten thousand dollars to any individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust if *any combination of the person or entity* listed herein in paragraph 2, subparagraphs a-i above, *has made* within the previous twenty-four (24) months, *one or more contributions totaling in excess of two thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

[3] O.R.C. § 3517.13 (J) (1) (a) provides: no agency or department of this state or any political subdivision shall award any contract for the purchase of goods costing more than ten thousand dollars or services costing more than ten thousand dollars to a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code, *if any person listed herein in paragraph 3, sub-paragraphs a-d* has made, *as an individual*, within the previous twenty-four (24) months, taking into consideration only owners for all of that period, *one or more contributions totaling in excess of one thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

[4] O.R.C. § 3517.13 (J) (1) (b) provides: no agency or department of this state or any political subdivision

a. an owner of more than twenty per cent of the corporation or business trust;
b. each spouse of an owner of more than twenty per cent of the corporation or business trust;
c. each child seven years of age to seventeen years of age of an owner of more than twenty per cent of the corporation or business trust;
d. any political action committee affiliated with the corporation or business trust.

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: _____

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shall award any contract for the purchase of goods costing more than ten thousand dollars or services costing more than ten thousand dollars to a corporation or business trust, except a professional association organized under Chapter 1785 of the Revised Code, *if any combination of the following has made*, within the previous twenty-four (24) months, taking into consideration only owners for all of that period, *one or more contributions totaling in excess of two thousand dollars* to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee.

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 _____ (BID TITLE)

to the Board of Lucas County Commissioners on _____ (DATE) that

_____ (NAME OF COMPANY) has / has no (CIRCLE ONE) unresolved

finding for recovery from the State Auditor per Ohio Revised 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

_____ (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:

_____

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
(Authorized Officer)
he/she is _____ of _____
(Title) (Company Name)
the party making the 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:**

_____There are no individuals with twenty-five percent (25%) or
(check if applicable)
greater vested interest in_____.
(Company Name)

_____
(signature)

Affiant:_____

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

_____
(Notary Public)

Best Bid Criteria Form

This form must be completed in its entirety and submitted with the Bid or response to Request for Proposal. Attach additional sheets if necessary to provide complete answers to the questions below. Do not include any misleading statements and make sure to include all facts necessary to make the statements made not misleading. The term "Project" means the project for which the attached Bid is submitted. All references to **"Bidder"** should be answered with respect to the **actual legal entity** submitting the bid.

Bidder Name_____

Bid Package No.:_____ Bid Item No(s).:_____

Project Name_____

Trade/Service_____

Product(s) Supplied_____

1. How many years has Bidder been engaged in the above referenced trade, rendered the above referenced service or supplied the above referenced products?_____

2. Describe Bidder's experience on projects similar in size, scope or complexity to the Project_____
_____
_____
_____

3. Describe Bidder's experience with bid items similar in size, scope and complexity to the items included in this Bid_____
_____
_____
_____

4. On a separate sheet, list all projects completed by Bidder in the preceding 36 months and for each, provide Bidder's original contract amount and final contract amount.

5. How many employees does Bidder have, both hourly and salaried? Describe Bidder's workforce, focusing on worker experience and continuity_____
_____
_____

6. Provide Bidder's EMR (Workers' Compensation Interstate/Intrastate Experience Modification Rate) for the most recent three years and attach verification of Bidder's EMR data from Bidder's insurance carrier or state fund_____
_____

7. Has Bidder been cited for OSHA violations in the last three years? If yes, please attach a separate sheet providing complete details including the date of each violation; the nature of each violation; the location and type of each violation and the sanction for each violation. If Bidder was fined, include the dollar amount.
____yes ____ no

8. Has Bidder been cited in the last three years for violations of or failure to comply with any laws, including without limitation, unemployment laws, workers compensation laws, prevailing wage laws, wage and hour laws, tax laws, Fair Labor Standards Act, environmental laws, immigration laws or licensing requirements? If yes, on a separate sheet, provide complete details including the date of each citation or violation; the nature of each violation; and the sanction for each violation. If Bidder was fined, include the dollar amount.____ yes ____no

9. Is Bidder a participant in the Drug Free Workplace Program for Small Employers (OAC 4123-17-58-1)? ____yes ____no

10. Has Bidder been a party to litigation or arbitration proceedings in connection with any work performed, services rendered or products supplied in the last three years? If yes, on a separate sheet, provide complete details, including dates, parties, whether Bidder was a plaintiff/claimant or defendant/respondent, the nature of the dispute and the ultimate determination or other resolution (i.e. settlement). ___yes ___no

11. In the last three years, has Bidder had work rejected as defective (other than minor re-work accomplished without formal notice?) If yes, on a separate sheet identify each circumstance and Bidder's response. ___ yes ___ no

12. In the last three years, has Bidder been terminated prior to completion of a project for any reason other than the convenience of the Owner? If yes, on a separate sheet, identify each such circumstance and provide full details. ___yes ___no

13. In the past three years, has Bidder had its forces supplemented by an Owner, contractor or construction manager or had a claim made against it for defective, delayed or non-compliant work? If yes, on a separate sheet, identify each such circumstance and provide full details. ____yes ____ no

The undersigned certifies under oath that the information provided herein and on all supplemental pages of explanation is true, complete and correct.

_____

By_____

Title_____
(Signature must be notarized)

Sworn to and subscribed in my presence this ___ day of _____, _____

By _____, the _____ of

_____, a _____on

behalf of the _____.

_____
Notary Public

My Commission Expires: _____

OHIO PUBLIC SAFETY
EDUCATION · SERVICE · PROTECTION

Ohio Department of Public Safety
Division of Homeland Security
http://www.homelandsecurity.ohio.gov

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME	FIRST NAME	MIDDLE INITIAL
HOME ADDRESS		

CITY	STATE	ZIP	COUNTY
HOME PHONE	WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
PHONE NUMBER			

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
   ☐ Yes ☐ No

2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
   ☐ Yes ☐ No

HLS 0038 2/06

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
   ☐ Yes ☐ No

4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
   ☐ Yes ☐ No

5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
   ☐ Yes ☐ No

6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
   ☐ Yes ☐ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X _____ _____
Signature Date

OHIO DEPARTMENT OF PUBLIC SAFETY

Division of Homeland Security

Terrorist Exclusion List

As of March 16, 2009

U.S. Department of State List of Designated Foreign Terrorist Organizations

1. Abu Nidal Organization (ANO) (International, Palestinian)
2. Abu Sayyaf Group (ASG) (Philippines)
3. Al-Aqsa Martyrs Brigade (Palestinian)
4. Al-Shabaab (Somali)
5. Ansar al-Islam (Iraqi Kurdistan)
6. Armed Islamic Group (GIA) (Algeria)
7. Asbat al-Ansar (Lebanon)
8. Aum Shinrikyo (Japan)
9. Basque Fatherland and Liberty (ETA) (Spain, France)
10. Communist Party of the Philippines/New People's Army (CPP/NPA) (Philippines)
11. Continuity Irish Republican Army (Northern Ireland)
12. Gama'a al-Islamiyya (Egypt)
13. HAMAS (Islamic Resistance Movement) (Palestinian)
14. Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B) (Bangladesh)
15. Harakat ul-Mujahidin (HUM) (Kashmir, India)
16. Hizballah (Party of God) (Lebanon)
17. Islamic Jihad Group (Syria)
18. Islamic Movement of Uzbekistan (IMU) (Uzbekistan)
19. Jaish-e-Mohammed (Army of Mohammed) (JEM) (Kashmir, India)
20. Jemaah Islamiya organization (JI) (Southeast Asia)
21. al-Jihad (Egyptian Islamic Jihad) (Egypt)
22. Kahane Chai (Kach) (Israel)
23. Kongra-Gel (KGK, formerly Kurdistan Workers' Party, PKK, KADEK, Kongra-Gel) (Turkey, Iran, Iraq, Syria)
24. Lashkar-e Tayyiba (Army of the Righteous) (LT) (Kashmir)
25. Lashkar i Jhangvi
26. Liberation Tigers of Tamil Eelam (LTTE) (Sri Lanka)
27. Libyan Islamic Fighting Group (LIFG) (Libya)
28. Moroccan Islamic Combatant Group (GICM) (Morocco)
29. Mujahedin-e Khalq Organization (MEK) (Iran)
30. National Liberation Army (ELN) (Colombia)
31. Palestine Liberation Front (PLF) (Palestinian)
32. Palestinian Islamic Jihad (PIJ) (Palestinian)
33. Popular Front for the Liberation of Palestine (PFLF) (Palestinian)
34. PFLP-General Command (PFLP-GC) (Palestinian)
35. Tanzim Qa'idat al-Jihad fi Bilad al-Rafidayn (QJBR) (al-Qaida in Iraq) (formerly Jama'at al-Tawhid wa'al-Jihad, JTJ, al-Zarqawi Network) (Iraq)
36. al-Qa'ida (Global)
37. al-Qa'ida in the Islamic Maghreb (formerly GSPC) (The Maghreb)
38. Real IRA (Northern Ireland)
39. Revolutionary Armed Forces of Colombia (FARC) (Colombia)
40. Revolutionary Nuclei (formerly ELA) (Greece)
41. Revolutionary Organization 17 November (Greece)
42. Revolutionary People's Liberation Party/Front (DHKP/C) (Turkey)
43. Shining Path (Sendero Luminoso, SL) (Peru)
44. United Self-Defense Forces of Colombia (AUC) (Colombia)

OHIO DEPARTMENT OF PUBLIC SAFETY

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U.S. Department of State Terrorist Exclusion List

1. Afghan Support Committee (a.k.a. Ahya ul Turas; a.k.a. Jamiat Ayat-ur-Rhas al Islamia; a.k.a. Jamiat Ihya ul Turath al Islamia; a.k.a. Lajnat el Masa Eidatul Afghania)
2. Al Taqwa Trade, Property and Industry Company Ltd. (f.k.a. Al Taqwa Trade, Property and Industry; f.k.a. Al Taqwa Trade, Property and Industry Establishment; f.k.a. Himmat Establishment; a.k.a. Waldenberg, AG)
3. Al-Hamati Sweets Bakeries
4. Al-Ittihad al-Islami (AIAI)
5. Al-Manar
6. Al-Ma'unah
7. Al-Nur Honey Center
8. Al-Rashid Trust
9. Al-Shifa Honey Press for Industry and Commerce
10. Al-Wafa al-Igatha al-Islamia (a.k.a. Wafa Humanitarian Organization; a.k.a. Al Wafa; a.k.a. Al Wafa Organization)
11. Alex Boncayao Brigade (ABB)
12. Anarchist Faction for Overthrow
13. Army for the Liberation of Rwanda (ALIR) (a.k.a. Interahamwe, Former Armed Forces (EX-FAR))
14. Asbat al-Ansar
15. Babbar Khalsa International
16. Bank Al Taqwa Ltd. (a.k.a. Al Taqwa Bank; a.k.a. Bank Al Taqwa)
17. Black Star
18. Communist Party of Nepal (Maoist) (a.k.a. CPN(M); a.k.a. the United Revolutionary People's Council, a.k.a. the People's Liberation Army of Nepal)
19. Continuity Irish Republican Army (CIRA) (a.k.a. Continuity Army Council)
20. Darkazanli Company
21. Dhamat Houmet Daawa Salafia (a.k.a. Group Protectors of Salafist Preaching; a.k.a. Houmat Ed Daawa Es Salifiya; a.k.a. Katibat El Ahoual; a.k.a. Protectors of the Salafist Predication; a.k.a. El-Ahoual Battalion; a.k.a. Katibat El Ahouel; a.k.a. Houmate Ed-Daawa Es-Salafia; a.k.a. the Horror Squadron; a.k.a. Djamaat Houmat Eddawa Essalafia; a.k.a. Djamaatt Houmat Ed Daawa Es Salafiya; a.k.a. Salafist Call Protectors; a.k.a. Djamaat Houmat Ed Daawa Es Salafiya; a.k.a. Houmate el Da'awaa es-Salafiyya; a.k.a. Protectors of the Salafist Call;
a.k.a. Houmat ed-Daaoua es-Salafia; a.k.a. Group of Supporters of the Salafiste Trend; a.k.a. Group of Supporters of the Salafist Trend)
22. Eastern Turkistan Islamic Movement (a.k.a. Eastern Turkistan Islamic Party; a.k.a. ETIM; a.k.a. ETIP)
23. First of October Antifascist Resistance Group (GRAPO) (a.k.a. Grupo de Resistencia Anti-Fascista Premero De Octubre)
24. Harakat ul Jihad i Islami (HUJI)
25. International Sikh Youth Federation
26. Islamic Army of Aden
27. Islamic Renewal and Reform Organization
28. Jamiat al-Ta'awun al-Islamiyya
29. Jamiat ul-Mujahideen (JUM)
30. Japanese Red Army (JRA)
31. Jaysh-e-Mohammed
32. Jayshullah
33. Jerusalem Warriors
34. Lashkar-e-Tayyiba (LET) (a.k.a. Army of the Righteous)
35. Libyan Islamic Fighting Group
36. Loyalist Volunteer Force (LVF)
37. Makhtab al-Khidmat
38. Moroccan Islamic Combatant Group (a.k.a. GICM; a.k.a. Groupe Islamique Combattant Marocain)

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39. Nada Management Organization (f.k.a. Al Taqwa Management Organization SA)
40. New People's Army (NPA)
41. Orange Volunteers (OV)
42. People Against Gangsterism and Drugs (PAGAD)
43. Red Brigades-Combatant Communist Party (BR-PCC)
44. Red Hand Defenders (RHD)
45. Revival of Islamic Heritage Society (Pakistan and Afghanistan offices -- Kuwait office not designated) (a.k.a. Jamia Ihya ul Turath; a.k.a. Jamiat Ihia Al- Turath Al-Islamiya; a.k.a. Revival of Islamic Society Heritage on the African Continent)
46. Revolutionary Proletarian Nucleus
47. Revolutionary United Front (RUF)
48. Salafist Group for Call and Combat (GSPC)
49. The Allied Democratic Forces (ADF)
50. The Islamic International Brigade (a.k.a. International Battalion, a.k.a. Islamic Peacekeeping International Brigade, a.k.a. Peacekeeping Battalion, a.k.a. The International Brigade, a.k.a. The Islamic Peacekeeping Army, a.k.a. The Islamic Peacekeeping Brigade)
51. The Lord's Resistance Army (LRA)
52. The Pentagon Gang
53. The Riyadus-Salikhin Reconnaissance and Sabotage Battalion of Chechen Martyrs (a.k.a. Riyadus-Salikhin Reconnaissance and Sabotage Battalion, a.k.a. Riyadh-as-Saliheen, a.k.a. the Sabotage and Military Surveillance Group of the Riyadh al-Salihin Martyrs, a.k.a. Riyadus Salikhin Reconnaissance and Sabotage Battalion of Shahids (Martyrs))
54. The Special Purpose Islamic Regiment (a.k.a. the Islamic Special Purpose Regiment, a.k.a. the al-Jihad-Fisi-Sabililah Special Islamic Regiment, a.k.a. Islamic Regiment of Special Meaning)
55. Tunisian Combat Group (a.k.a. GCT, a.k.a. Groupe Combattant Tunisien, a.k.a. Jama'a Combattante Tunisien, a.k.a. JCT; a.k.a. Tunisian Combatant Group)
56. Turkish Hizballah
57. Ulster Defense Association (a.k.a. Ulster Freedom Fighters)
58. Ummah Tameer E-Nau (UTN) (a.k.a. Foundation for Construction; a.k.a. Nation Building; a.k.a. Reconstruction Foundation; a.k.a. Reconstruction of the Islamic Community; a.k.a. Reconstruction of the Muslim Ummah; a.k.a. Ummah Tameer I-Nau; a.k.a. Ummah Tameer E-Nau; a.k.a. Ummah Tameer-I-Pau)
59. Youssef M. Nada & Co. Gesellschaft M.B.H.

U.S. Treasury Department's Designated Charities and Potential Fundraising Front Organizations for FTOs

1. Makhtab al-Khidamat / Al Kifah (formerly U.S.-based, Pakistan)
2.Al Rashid Trust (Pakistan)
3. WAFA Humanitarian Organization (Pakistan, Saudi Arabia, Kuwait, United Arab Emirates)
4.Rabita Trust (Pakistan)
5.Ummah Tameer E-Nau (Pakistan)
6.Revival of Islamic Heritage Society - Pakistan and Afghanistan Branches (Kuwait, Afghanistan, Pakistan)
7.Afghan Support Committee (Afghanistan, Pakistan)
8.Al Haramain Foundation (Indonesia, Kenya, Pakistan, Tanzania, Bosnia, Somalia, Bangladesh, Afghanistan, Albania, Ethiopia, Netherlands, Comoros Islands, and United States branches)
9.Aid Organization of the Ulema (Pakistan)
10.Global Relief Foundation (United States)
11. Benevolence International Foundation (United States)
12.Benevolence International Fund (Canada)
13.Bosanska Idealna Futura (Bosnia)
14.Stichting Benevolence International Nederland (Netherlands)
15.Lajnat al Daawa al Islamiyya (Kuwait, Pakistan, Afghanistan)

16.Al Akhtar Trust (Pakistan)
17.Taibah International (Bosnia)
18.Al Haramain & Al Masjed Al Aqsa Charity Foundation (Bosnia)

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19.Al Furqan (Bosnia)
20.Islamic African Relief Agency (IARA) / Islamic Relief Agency (ISRA) (Sudan, United States and 40 other branches throughout the world)
21.The Holy Land Foundation for Relief and Development (United States)
22.Al Aqsa Foundation (United States, Europe, Pakistan, Yemen, South Africa)
23.Commité de Bienfaisance et de Secours aux Palestiniens (France)
24.Association de Secours Palestinien (Switzerland)
25.Interpal (Palestinian Relief & Development Fund) (United Kingdom)
26.Palestinian Association in Austria (Austria)
27.Sanibil Association for Relief and Development (Lebanon)
28.Elehssan Society (Palestinian territories)
29.Aleph (Aum Shinrikyo/Aum Supreme Truth)
30.Rabbi Meir David Kahane Memorial Fund (Kahane Chai and Kach) American Friends of the United Yeshiva (Kahane Chai and Kach) American Friends of Yeshivat Rav Meir (Kahane Chai and Kach) Friends of the Jewish Idea Yeshiva (Kahane Chai and Kach)
30.Irish Republican Prisoners Welfare Association (Real IRA)
31.Socorro Popular Del Peru/People's Aid of Peru (Sendero Luminoso/Shining Path)

Lucas County Contract Transparency Purchasing Policy Disclosure

In the spirit of a more transparent Lucas County government, the Board of Lucas County Commissioners adopted Resolution #08-532 on May 13, 2008 requiring disclosure of political donations by certain individuals and/or political action committees related to the award of certain contracts. This policy applies to any contract at or above $10,000 that requires a vote of the Board.

Please list all contributions made by any owners of this company (as defined by ORC 3517.13(I)(1)(a)) or political action committees directly associated with this company (as defined by ORC 3517.13(J)(1)(a)) within one year prior to the date of this award to any Lucas County elected officials. If no contributions have been made, please note "None."

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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: _____

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: _____

LUCAS COUNTY LIVING WAGE AFFIDAVIT

STATE OF _____

COUNTY OF _____, ss:

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

_____for a contract/public incentive for
(Name of Entity)

for_____
(Type of Product, Service or public incentive)

to be awarded by the Board of Commissioners, Lucas County, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to the Lucas County Living Wage 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. I have personal knowledge of the information contained herein.

2. Number of employees. _____

3. Is the company/entity a non-profit? YES____ NO ____

4. Are employees paid a wage equivalent to at least 110% of the most recent federal poverty guidelines for a family of four, as defined by the Department of Health and Human Services and adequate healthcare coverage as defined in the Commissioners Living Wage resolution? YES____ NO ____

5. If no healthcare coverage is provided, are employees paid a wage equivalent to at least 130% of the most recent federal poverty guidelines for a family of four, as defined by the Department of Health and Human Services? YES____ NO ____

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: _____

SECTION B
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 new Lucas County Multi-Purpose Arena to be located on an urban site in downtown Toledo, Ohio bound by Huron Street on the west: Jefferson Street on the south; an existing alley on the east; and Madison Street on the north.

The specifications and the associated documents describe the Video Board/Production Suite (hereafter referred to as the "technical system") to be furnished and installed at the Lucas County Multi-Purpose Arena, Toledo, Ohio.

The Video Board/Production Suite bid is primarily intended to provide equipment and work that meets the requirements of LUCAS COUNTY's Video Board/Production Suite Project. Primary requirements will include; digital routing equipment, digital cameras and support equipment, digital video processing equipment, custom rack hardware, analog audio support, and a digital clip and replay equipment, along with other peripherals and gear that will comprise a Video Board/Production Suite to support a typical campus facilities of this size.

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

Work specifications includes 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 AVAILABLE UPON REQUEST.

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 himself 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.

1.2.5 The inspection of the project site shall be arranged by the Bidder through the County's Project Representative.

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 encouraged to make all requests for interpretation no later than **JUNE 26, 2009 @ 5:00PM (LOCAL TIME).**

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 **JUNE 26, 2009 @ 5:00PM (LOCAL TIME).**

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 EXHIBIT 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 cost estimate for this Bid Package is **$475,000.00** If the total Bid of all Bidders is in excess of ten (10%) percent above the Project estimate Lucas County will not make an award, pursuant to Section 153.12 of the Ohio Revised Code.

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

5.4.6.3 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 C
GENERAL CONDITIONS

(SEE ATTACHED GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION FOR THE LUCAS COUNTY ARENA DATED 2/4/2009)

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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 HNTB Ohio Architecture, 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 Architect pursuant to Section ___ hereof.

"Owner" shall mean Lucas County Board of Commissioners.

"Owner Project Rep" shall mean The Gateway Group or any successor entity designated by Owner.

"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 Lucas County Arena 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 Toledo, Ohio bounded by Madison Street on the north; Jefferson Street on the south; an existing service drive on the east; and Huron Street on the west.

"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 or 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 therefor 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 the 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 therefor 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 $10,000,000 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.

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 reprocurement, 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 prevailing wage shall be paid to laborers and mechanics as required in Ohio Revised Code Chapter 4511 in accordance with the most current schedule published by the State of Ohio, Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau.

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 monthly 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 Ohio Revised Code Chapter 4511. 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, all funds retained for the faithful performance of work shall be deposited in the escrow account designated in Section 153.63 of the Ohio Revised Code. After the contract is fifty percent (50%) complete, no further funds shall be retained. Funds in the escrow account not heretofore paid with accumulated interest shall be paid to Contractor within thirty (30) days from the date of Final Completion. Such payments shall be in accordance with Division (A)(2) of Section 153.63 of the Ohio Revised Code. 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 the Work and may request that 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 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 place 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 decease in the Contract Sum shall be determined in one of the following ways and, unless other approved or directly by Owner, in the precedence of the order listed:

(a) by an accepted unit price 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 material (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 commission, 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 D
ESCROW AGREEMENT
(NOT APPLICABLE)

SECTION E
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 Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____to undertake the project known as:

_____Project Number, Project Name, Township_____

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. 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 the 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 Obligee 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 Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, 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, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee 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 Obligee 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 n, 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 that the liability incurred is within the limits proscribed by Section 3929.02 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 _____, 2007 .

PRINCIPAL:

By _____

Title: _____

SURETY: **SURETY COMPANY ADDRESS:**

_____ _____

By: _____ _____
Attorney-in-Fact City State Zip

SURETY AGENT'S ADDRESS:

_____
Agency Name

_____
Street State Zip

_____
City

Rev. 11/98

SECTION F
SCOPE, SPECIFICATIONS AND DRAWINGS
(SEE TABLE OF CONTENTS)

LUCAS COUNTY MULTI-PURPOSE ARENA
VIDEO BOARD/PRODUCTION SUITE
ITB SPECIFICATION

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Lucas County Multi-Purpose Arena
Video Production Suite

1. INTRODUCTION

A) Scope

_____ 1) LUCAS COUNTY is seeking bids for its Video Board/Production Suite at the LUCAS COUNTY MULTI-PURPOSE ARENA (LCMA).

_____ 2) It is the intent of this proposal to describe equipment and work that meets the requirements of LUCAS COUNTY's Video Board/Production Suite Project. Primary requirements will include; digital routing equipment, digital cameras and support equipment, digital video processing equipment, custom rack hardware, analog audio support, and a digital clip and replay equipment, along with other peripherals and gear that will comprise a Video Board/Production Suite.

B) Response Format

_____ 1) Bidders shall provide a detailed list of all equipment to be supplied with unit cost and extended cost. (ATTACHMENT B)

_____ 2) Bidder's response shall follow ITB descriptions and equipment lists.

_____ 4) ITB Response Forms are embedded.

_____ 5) Responses shall include (1) one original and (2) two copies in both print and on CDs. Proposals must also include all documentation requested in this ITB and as listed in the Response Requirements section 1.I. Each original proposal must contain original signatures. Failure to provide will result in rejection of the proposal. Bidders must total the items they are quoting and place this total amount in the equipment section.

C) Omissions in ITB Response

_____ 1) ITB Response Forms and required information submitted with the omission of requested information may be considered by LUCAS COUNTY as an informality or irregularity when, in its opinion, the omitted information does not alter the amounts contained in the ITB response, place other bidders at a disadvantage, or affect the proper evaluation of the proposal. Other omissions may be declared as non-compliant.

D) Contract Errors and Omissions

_____ 1) After the award of the contract, if the vendor discovers errors and/or omissions in the technical specifications, they shall notify LUCAS COUNTY for clarification. In no case shall the vendor proceed with the work prior to the authorized clarification. If the vendor fails to give notice, or fails to obtain clarification, they will be held responsible for the results of such errors or omissions and for the cost of rectifying same.

E) New Equipment

_____ 1) All equipment must be new and not previously sold or delivered.

F) Specific Brands

_____ 1) The following brands are strongly recommended. This is due to nature of the local freelancers' familiarity, current operator training levels, arena technical requirements, as well as, Fifth Third Field/BCSN interoperability needs. Substitutions are not encouraged, but allowed.

- Hitachi Cameras
- Echolab Switcher
- Click effects Clip Player and Replay System
- Sierra Router/Multi-Viewer
- Sony DVCAM
- JVC
- Mackie
- Telecast Fiber
- VBrick

G) Equipment Brands

_____ 1) The listing of specific equipment, manufacturer's name, trade names, brand names, or catalog numbers in this ITB is not done to limit competition, but to provide specific equipment to meet LUCAS COUNTY's system operational requirements and technical performance specifications. The equipment specified was selected due to nature/level of the operator training, Fifth Third Field interoperability needs and BCSN facilities. Substitutions are not encouraged, but allowed.

H) Substitutions/Alternates

_____ 1) Alternates or substitutions must satisfy the requirements of the ITB documents and equipment specifications. Alternate Equipment Specifications must meet or exceed those derived from the Make/Model in ATTACHMENT B. A written narrative of the alternate goals and specifications along with the required equipment cut sheet information and drawings shall be provided in the proposal. Alternate proposals must be submitted separately, labeled as "Alternate Proposal" and must be

submitted using the substitution form in ATTACHMENT C and must be submitted for review at the same time the questions are due. Final decision as to whether an item is an equal or satisfactory substitution rests with Lucas County.

_____ 2) Clearly mark manufacturer's literature to indicate equality in performance and appearance.

_____ 3) Every substitution request must state whether the item offered is an equal or equivalent to the specified product. The substitute material or product must be accompanied by its reference in the Contract Documents and complete catalog, technical and other information, as appropriate.

_____ 4) Where specific test results are required by the Contract Documents, the comparison data for the proposed item shall be based upon the same test methods as those specified, or they shall be correlated to clearly demonstrate comparability.

_____ 5) The same guarantee/warranty for the specified product is required for the substitution.

_____ 6) Coordination information, including a list of changes or modifications needed to other parts of the work that will become necessary to accommodate the proposed substitution.

_____ 7) Bidder shall accompany any request for substitution with such drawings, specifications, samples, manufacturer's literature, performance data, and other information necessary to describe and evaluate the proposed substitution completely. The burden of proof shall be on the bidder.

_____ 8) As required, provide a minimum of three (3) references for comparable systems and installation efforts successfully performed by the bidder within the last 18 months where proposed substitute product has been used successfully, on a separate sheet, include names, addresses, date of installation and contact name of Owner of facilities manager.

I) Mandatory Pre-Bid Meeting

_____ 1) All bidders must attend this pre-bid meeting.

_____ 2) This meeting will review the ITB specifications as they pertain to LUCAS COUNTY requirements and permit the prospective vendors to address additional items. Inspection of the arena site will be discussed.

_____ 3) The pre-bid meeting will be mandatory. Failure to attend will result in your proposal being rejected.

_____ 4) The pre-bid meeting will be held at:
Seagate Centre
401 Jefferson Ave.
Toledo, OH 43604
Room to be posted inside the Seagate Centre day of meeting.

I) ITB Response Requirements

_____ 1) Information or a statement to show the company has been in the broadcast systems integration business for a minimum of 5 years.

_____ 2) Resumes and information outlining the qualifications and experience of all executive, managerial, technical, and professional personnel of the firm to be assigned to this project along with their responsibilities in this project.

_____ 3) A list of three recent digital production facilities to which the bidder has completed systems similar to those in this ITB. List shall include company, contact name, address, email, telephone number and a brief outline of the system and types of services provided for each project. Contact name should be person(s) at the project sites that have knowledge of the quality of the bidder's work.

_____ 4) Three references for each subcontractor, manufacturer's technical staff and other persons and organizations to be involved in the project. This reference list shall include company name, contact name, address, e-mail and telephone number of the references as well as a description of work performed on each project.

_____ 5) Documentation that the bidder is an authorized reseller of products required in the design of this project.

_____ 6) A description of the method for assuring quality of the products, services, functional requirements, testing and performance of the system.

_____ 7) A description of the method for validating performance of the installed system through tests and measurements.

_____ 8) Warranty for the system will carry all the equipment warranties and workmanship for one year. All additional warranties past the one year time period will be transferred to the owner.

_____ 9) The winning bidder must have to the ability to provide a minimum (1) one hour response time.

_____ 10) A list and specifications of the PC/LAN equipment necessary for this project that LUCAS COUNTY will provide. This list to include PC's, servers, hubs, switches and patch panels.

_____ 11) Complete list with description, quantity and unit pricing, subsystem pricing and system pricing for all equipment, hardware, software, expendables, items and services required to implement the bidder's bid.

_____ 12) Complete pricing for options with unit pricing to include the equipment, freight, documentation, wiring, integration into the system, testing and training.

_____ 13) A timeline with key benchmarks to facilitate a late-August 2009 completed punch, training and sign-off.

2. GENERAL REQUIREMENTS

A) Goal of Project

_____ 1) It is the intent of this project to provide LUCAS COUNTY with a system that is reliable and is designed for long-term efficient, low cost operation. LUCAS COUNTY is seeking a bidder to provide a turnkey system including but not limited to the following:

a) Provide the project management. b) Work with TASI TV Production Staff to develop detailed plans. c) System pre-build. d) On-site installation and integration services. e) Move and install/integrate existing equipment into the new system. f) Provide procedures for performance testing of the system. g) Provide orientation and training to TASI staff and operators, where required. h) Provide operation manuals for users, operators, and maintenance engineers. i) Provide technical and operator support after delivery of the system.

B) Selection Criteria

_____ 1) LUCAS COUNTY will evaluate all responses. The process of evaluation will be assessing the bidder's response on addressing LUCAS COUNTY's needs with the requirements requested.

_____ 2) Compliant proposals will be evaluated using the following criteria:

a) The quality, technical performance and functionality of the proposed equipment. b) Reference checks for bidder's ability to meet these specifications. c) Bidder's past experience with projects of similar scope and complexity. d) Bidder and staff's qualifications and experience managing and completing projects with successful implementation. e) The design of the proposed system for reliability, flexibility and ease of use in a network operational environment. f) Compliance with specifications. g) Prices for equipment and services.

C) Manufacturer's Requirements

_____ 1) Equipment manufacturers should have been engaged in the continuous manufacture of electronic devices for a minimum of 5 years and must be able to prove experience in digital television equipment and systems.

D) Software Requirements

_____ 1) Any software required for the monitoring or operation of equipment included in this bid should be licensed to LUCAS COUNTY on a permanent basis. Security patches and bug fixes will be provided for the life of the software in use at LUCAS COUNTY. Feature upgrades to the software will be provided at no additional cost for a period of two years from the time of acceptance. Installation media will be provided for every required software package. All related documentation will be provided in hardcopy or on CD-ROM for all software provided.

E) Warranty Statements

_____ 1) **Period**

a) All equipment, hardware, software and services provided under this ITB shall be warranted for a minimum period of one year from the date of final acceptance.
b) Vendor agrees to promptly replace any equipment or part(s), which by reason of defective material or workmanship fail under normal use, free of negligence or accident, for the original equipment manufacturer's warranty or twelve (12) months from the date of final acceptance, whichever is greater.
c) Warranty replacement and repair shall include all parts, labor, and shipping to and from repair centers, all at no cost the owner or his representative.
d) This provision is not intended to restrict any greater warranty that might be offered by a specific manufacturer's warranty.

_____ 2) **Software Patches**

a) All software patches will be provided free of charge during the manufacturer's warranty period or (12) months from equipment acceptance whichever is greater.

_____ 3) **Shipping Costs**

a) The shipping costs to and from repair centers shall be included during the warranty period.

F) Integration Staffing/Requirements

_____ 1) The bidder provided project manager shall be the single point of contact and be supported by appropriate personnel such as broadcast design engineers, procurement specialists, documentation production staff, installation and support technicians, and support staff.

_____ 2) The project manager shall be responsible for overseeing planning, purchase of equipment, off-site assembly and pre-testing, coordinating freight deliveries, final installation and have the authority to schedule personnel so as to meet the project timeline.

_____ 3) The project manager will be responsible for providing progress reports and will facilitate overall coordination and communications with LUCAS COUNTY.

G) Design Development

_____ 1) The bidder will work with LUCAS COUNTY to develop final detailed system design, construction drawings, project plans, equipment list and other documents described in this ITB.

_____ 2) All documentation will be delivered to LUCAS COUNTY in both hard copy and computer file formats.

H) Schedule/Timeline

_____ 1) Proposals shall include a definitive and achievable project schedule identifying all project milestones to meet the firm substantial completion date of August 28, 2009.

_____ 2) By substantial completion LUCAS COUNTY means all equipment has been installed, tested, and is fully operational.

_____ 3) After substantial completion, only minor items may remain to be completed such as "as built drawings" and final closeout documentation.

3. EQUIPMENT

A) List

_____ 1) A list of major equipment, hardware or software required by the proposed design is part of the ITB Response. The requirement of the overall system functionality is based on the equipment list and proposed design in this ITB. It is the bidder's responsibility to review this list to insure they are appropriate for their proposal to meet the operational functionality requirements of this ITB. LUCAS COUNTY does not warrant that the list is complete. It is a requirement and objective of this

ITB to have at final acceptance a complete and working system that fully meets the operational functionality required by LUCAS COUNTY.

4. TECHNICAL

A) Overall Project Description

_____ 1) LUCAS COUNTY is building a multi-purpose arena. Within the arena spaces is a video board/production suite with the primary purpose of feeding images and supporting the ribbon board, large screen display and audio systems in the complex. An additional and important objective is the ability of interconnecting the camera and signal paths to Fifth Third Field for integration to the video board control room at the ball park to allow switching, distribution and transmission from Mud Hens (Toledo Area Sports, Inc.-TASI) control room. The camera systems will incorporate the Hitachi Z-4500W cameras and triax systems similar to interoperable with the systems at Fifth Third Field and BCSN. Clearcom intercom systems will be used for the same reasons with main station at the Director/TD position with belt pack distribution to the other positions in the control room to be defined by TASI. The switcher will be the Echolab Overture 1 SD with the ID 4 panel with multiple AUX outputs and built in A-D conversion and frame synchronization. Routing will be accomplished with the Sierra Lassen Routing 32 x32 SDI Router with Stereo Analog audio controlled by two in room control panels and available control via a web interface from the ball park. Multi-View monitoring on a 42" Sharp Aquos monitor will be fed from the Sierra SV1221 12 input scalable multiview with a secondary output available for a replay position or clip player position to be determined by TASI. Wohler MON2-3W/HR monitors will be used in a tape rack to monitor tape recorder input for at Sony DSR-2000A DVCAM, and JVC DVD Recorders. The audio position will find a Mackie 16 input audio mixer and a Wohler monitoring station, while a rolls amp will feed two ElectroVoice Speaker for in room monitoring. The clip playout and replay device for the arena will be a Click Effects Crossfire 2 Ch SDI video system with an Internal 1 TB array and a Click Effects Flashback 2 Ch.SDI replay system. A Cabinetworks custom console (Quote K753, 330-533-2861) will house the switcher head, intercom main station, audio board, multi-view monitor, and replay position, integrated with Middle Atlantic Racks that will House patching, terminal positions, tape and digital media device locally. An additional rack is being added to the video rack room upstairs, matching the Daktronics rack and an additional rack to be provided by TASI. The two open racks in the video rack room will house the switcher mainframe, the router electronics, the Telecast interfaces, the camera control units, the conversion frame, the modulators (meant to feed the catv distribution system), the VBrick Windows Media Encoders and other ancillary terminal interconnects as needed.

B) Integration SOW-MISC.

_____ 1) Provide 2-50' triax 3/8" cables with ADC connectors and Gepco cable
_____ 2) Provide 2-150' triax 3/8" cables with ADC connectors and Gepco cable.
_____ 3) Will be responsible for all cable and terminations between the Video Production Suite and the upstairs Video Rack room as well as, any minor interconnect integration to the adjacent audio rack room.
_____ 4) Will be responsible for all blank panels in the video rack room and suite racks
_____ 5) Will work with TASI to integrate the Telecast Fiber devices to the video board control room at Fifth Third Field.
_____ 6) Will terminate 24 pair audio from the TV announce booth panel TBD to the audio patch panel in the video board/production suite.
_____ 7) Will terminate the 5 pair coax from the TV announce booth panel TBD to the video patch panel in the video board/production suite

5. TECHNICAL DOCUMENTATION

A) Documentation Standards

_____ 1) Documentation shall conform to applicable standards defined in this document.

_____ 2) The bidder's project team shall be responsible for developing and delivering the documentation to LUCAS COUNTY over the course of the project.

B) Build To Documents

_____ 1) A complete set of build-to documents will be provided to TASI for approval before the build begins.

_____ 2) Once approved, a set of the documentation package will remain on site at all times.

_____ 3) This set of design documents will define the current "As -Built" configuration of the system and will include all 'red-lines' required during the on-site install and test.

_____ 4) The documentation will be produced during the initial phase of the project, updated as appropriate through the installation and commissioning activities, and delivered to LUCAS COUNTY and TASI at the conclusion of the project in both printed and electronic forms.

C) Functional Diagrams

_____ 1) Typical functional diagrams of audio, video, data, intercom, fiber interconnect and control signal paths shall be developed.

_____ 2) Preliminary versions of these diagrams will indicate the signals flow, signal formats and high level input/output scaling of the system. Subsequent "Build To" diagrams will define every connection in the design.

D) Wire Run Lists

_____ 1) Each cable in the system will be identified by the following:

a) Unique cable number or other identifier
b) Multiple printings so the number can be seen from several angles

E) Final Wire Run List

_____ 1) The final wire run list shall be provided to LUCAS COUNTY using a Microsoft Excel spread sheet form or Access MDB and should contain:
a) Source Device and Port and connector type
b) Unique cable number or other identifier
c) Cable Product by Manufacturer and part number
d) Cable Color (as defined in Cable Management Plan)
e) Cable Length
f) Destination device and port and connector type

F) Floor Plans

_____ 1) A plan view showing recommended locations of major equipment enclosures, racks, consoles, and floor-mounted equipment shall be developed.

G) Rack and Console Elevations

_____ 1) Document shall contain typical rack and console elevations, identify the location in the equipment enclosure for each piece of equipment in the design, its functional name (i.e. Switcher mainframe) and the make and manufacturer of the product.

H) As- Built Documentation

_____ 1) To be delivered at the conclusion of the on-site integration phase of the project will include:

a) Two bound architectural "D" size copies of the system drawings.
b) Two bound copies of the wire list and equipment list.

c) The wire run list electronic files will be in a Microsoft Excel XLS, Access MDB or Word Table format.
d) Two electronic copies of the project's functional diagrams.
e) The system electronic files will be provided in VidCad 2.9 SQL with all database information and must be AutoCAD 2008 compliant files.
f) Operating and service manuals that are available from the web for all specific pieces of equipment.
g) Service manuals must include schematic diagrams, parts lists, and test procedures from the manufacturer.
h) Items such as video tape machines that require the purchase of an option of the service manuals shall be included in the proposal.
i) In cases of a quantity of two or more like pieces of equipment only one complete set of service manuals including schematic drawings and parts list is required.
j) All software must be packaged and marked as to which piece of equipment it relates to and must be licensed to LUCAS COUNTY.
k) All software loaded onto any system should be provided in an appropriate media for reloading purposes in the event of technical problem.

I) Cabling and Connector Standards

_____ 1) Cables will be laced or laid in a neat and orderly fashion.

_____ 2) No cable shall span more than 12" without support in the interior of all equipment racks or consoles.

_____ 3) Service loops will be provided on all equipment mounted with sliding mounts. The loop will provide enough cable length to allow the mount to be fully extended.

_____ 4) All cables will have additional length added at each end to allow the cable to be re-terminated if necessary.

_____ 5) Cables carrying high level signals will be kept separate from those carrying low level signals.

_____ 6) Cable ties will be evenly spaced with no more than 16 inches between ties.

_____ 7) Cable ties should fit snugly around the cable bundle; however, they should not be so tight as to distort the geometry of the cable.

_____ 8) Cable bundles will be laced together in a manner to allow access to connectors and service points on equipment without the need to cut the lacing.

_____ 9) All cable bundles that are in open view of the room's occupants will be sleeved with some type of protective cover.

_____ 10) All connector shells (covers) will be metallic either plated or solid type except for manufacturer - supplied cables.

_____ 11) All cables will be labeled with a self-laminating, machine printed label.

_____ 12) As a rule, cable labels will be placed 3 inches from the cable end of the connector.

_____ 13) ADC crimp-type connectors are to be used for all video coax connectors. Nuetrik will be used for all XLR Connections. Switchcraft will be used for all RCA audio connections.

_____ 14) All video BNC connectors are to be true 75 ohm impedance and crimp type connections shall be used throughout.

_____ 15) Cable will be Gepco Brand or approved equal.

_____ 16) Cable color will be signal dependent, e.g. Red-SDI, Black-VBS, Violet-Sync, Yellow-Monitoring, etc. to be determined with assistance from TASI.

ATTACHMENT A

SCHEDULE #	START	FINISH
1. LUCAS COUNTY Video Board/Prod. Suite	06/12/09	08/28/09
2. ITB Consideration	07/08/09	07/10/09
3. Award Bids	07/14/09	07/14/09
4. Equipment Orders	07/15/09	07/31/09
5. Pre-Stage/Installation/Integration	07/31/09	08/14/09
6. Testing/Punch	08/17/09	08/22/09
7. Training	08/24/09	08/28/09
8. Submit Final Documents	08/31/09	09/18/09

SECTION G
PRICING SHEET

ATTACHMENT B
EQUIPMENT ITEM PRICING/INTEGRATION PRICING

Item #	Qty	Manufacturer	Model #	Description	Price	Extended
				CAMERA SYSTEMS/RF SYSTEM/ INTERCOM		
1	3	Hitachi	Z-4500W TX1L	Z-4500W Triax Studio Package with 20X Lens & SDI out Z-4500W Camera Head switchable 4:3, 16:9 Includes: Z-4500W Camera Head, TA-Z3 tripod adapter, TX-Z3A Wide Band Triax Base Station CX-Z3A Wide Band Triax Camera Head Adapter D1-Z3 serial digital input/output board for TX-Z3A triax RC-Z3 remote control with 30-ft cable VF-509 5" studio viewfinder with AT-30 adapter A20X8.6BRM Fujinon ENG lens and ZL-7WFujinon rear lens conversion kit.		
2	2	Hitachi	GM-10	1.5-inch Auto Switchable 4:3, 16:9 ENG Viewfinder. For all Z-Series Cameras. (Replaces GM-9)		
3	3	Hitachi	C-150RC2	150' remote cable from RC-Z3 to Triax base station		
4	1	Hitachi	Z-4500W ENG	Z-4500W ENG Package with 20X Lens and SDI out. Includes: Z-4500W Camera Head, TA-Z3 tripod adapter, CA-ZD1 Camera Adapter with a Serial Digital Output QR-DP800 Anton Bauer Gold Mount Battery Bracket GM-10 1.5" ENG viewfinder		
5	1	Hitachi	MH-Z3	Hitachi Microphone holder. For use with MC-Z2 and MC-Z3 Hitachi microphones, & all Hitachi Z and SK portable cameras		
6	2	Hitachi	RM-Z3	with TU-Z3/TU-Z3A Triax Base Station (4 RU high). Includes blank panel.		
7	8	Anton Bauer	DIONIC 90	Anton Bauer DIONIC 90 Logic Series Digital Battery, 14.4 volts, 90 watt hours. For use with all SK and Z-series cameras in ENG/EFP configuration. (Requires battery bracket, charger)		
8	2	Anton Bauer	TITAN TWIN	Anton Bauer TITAN TWIN Two position simultaneous InterActive battery charger.		
9	1	RF Central	RFX-NLL	Digital Link License Free 5.8 GHz (Transmitter and Receiver Package) with Anton Bauer battery mounts.		
10	3	Vinten	VB100-AP2	Vision 100 (3466) Two-Stage Aluminum Pozi-Loc Tripod (3770) Spreader (3313) Soft Case (3340)		
11	3	Vinten	3219-91	Telescopic Pan Bar and Clamp for Vision 100 & 250 - Black		
12	1	ClearCom	MS-702	Encore 2 ch Headset/spkr main stn - 2-Channel Headset/Speaker Main Station - UL Listed with Built-In 2-AMP Power Supply, Rack Mount (1RU)		

ATTACHMENT B
EQUIPMENT ITEM PRICING/INTEGRATION PRICING

Item #	Qty	Manufacturer	Model #	Description	Price	Extended
13	1	ClearCom	GM-18	18" Plug-In Gooseneck Microphone for Encore Stations and ICS Panels (Other than ICS-1008E and 1016E).		
14	5	ClearCom	RS-601	1 Channel Standard Beltpack - 1-Channel Standard Beltpack. 4-Pin Male Headset Connector. 3-Pin Female/Male Loop Through Intercom Line Connectors		
16	1	ClearCom	WBS-670/A2	Single-Channel Frequency-Agile UHF Wireless Intercom Base Station Band A2		
16	1	ClearCom	WTR-670/A2	Wireless UHF transceiver Band A2 - Single-Channel Frequency-Agile UHF Wireless Intercom Beltpack		
17	3	ClearCom	CC-260	Double-Ear Standard Headset - 4-Pin Female XLR		
18	6	ClearCom	CC-26	Single-Ear Lightweight Headset - 4-Pin Female XLR		
19	2	ClearCom	CC-95	Single-Ear Standard Headset - 4-Pin Female XLR		
20	1	ClearCom	IF4W4	Encore Four ch. 4-wire interface - Encore 4-Channel 3 / 4 Wire Camera Interface - Rack Mount (1RU) provides 4 discrete Clear-Com to 3- or 4-wire interface circuits		
				SWITCHING/ROUTING		
				Switcher		
21	1	EchoLab	7-SD1-1616-F	Overture 1SD 1616 Full System - 6RU • 16 Inputs - Analog or Digital • 16 Outputs • 4 Analog (Component RGB or Component YPbPr or Y/C or Composite)/SDI Simultaneously • 4 Analog Composite/SDI Simultaneously • 8 SDI		
22	1	EchoLab	8-3000-TRAIN	Echolab Video Switcher Operator Training - On-site, per 8 hour day - Customer's switcher must be installed and fully functional. Training includes 3rd party interfaces but not 3rd party equipment operation. Requires a minimum of 21 days advance notice to schedule. (US/Canada). Accommodation & Travelling Expenses will be charged as extra on a per job basis		
				Control Panel		
23	1	Sierra	SCP-132	32 Button Programmable LCD Control Panel With Rotary Knob.		
24	1	Sierra	804148	16x16 XY LED Remote Control Panel.		
				Lassen 32x32 SD Video and Stereo Analog Audio		
25	1	Sierra	3232DSXL	32x32 SDI + Bal Stereo Matrix		
				AUDIO/VIDEO MONITORING		

ATTACHMENT B
EQUIPMENT ITEM PRICING/INTEGRATION PRICING

Item #	Qty	Manufacturer	Model #	Description	Price	Extended
27	1	Sharp	LC-42SB45U	42" Full HD 1080p LCD-TV, Spectral Contrast Engine ED, 500 cd/m2 brightness, 6.5ms response time, 3 HDMI, 2 1080p component, PC input.		
28	2	Wohler	MON2-3W/HR	3RU, Video Monitor with 2 x 7" LCD High-Resolution Video Screens, 16:9 Aspect Ratio, 2 HD/SD-SDI Auto-Sensing Inputs with 2 Buffered Outputs, Adjustable Viewing Angle (tilt), Front Panel Controls (Trim Pots) for Brightness and contrast. LCD backlight switch and 4:3/16:9 selector for SD content. One tally light per screen.		
29	1	Wohler	VM-2A	1RU, dual channel "Confidence Plus" self-powered speaker system with volume/balance controls* and headphone jack. Use either loop through XLR or RCA inputs. 2 x 10 segment VU LED level meters.		
30	1	ElectroVoice	S-40B	160-watt 5-1/4-inch two-way, 100° x 100°, weather resistant, flying and stand mount (optional - requires S-40MBB hardware), black polystyrene (pair)		
31	1	ElectroVoice	S-40MBB	Wall/ceiling/stand U-bracket for S-40, black (pair)		
32	1	Rolls	RA235	Stereo Power Amp 35 Watt/ CH		
				CLICK EFFECTS/REPLAY SYSTEM		
33	1	Click Effects	CRSSD-1202-1	Crossfire 2 ch. SD video system; 4U Rackmount (includes 2 - 19" monitors, keyboard, mouse)		
34	1	Click Effects	RAID-1000-1	Internal 1TB RAID 5 Array (Crossfire data back-up system - RECOMMENDED)		
35	1	Click Effects	FLSSD-1102-1	Flashback 2 ch. SD replay system; 4U Rackmount (includes 19" monitors, keyboard, mouse)		
36	2	Click Effects	SHIP & HANDLING	Shipping and Handling		
				CONSOLE/RACKS		
37	1	Cabinetworks	CONSOLE	Custom Console - Quote# K753 for LCMA; Three position console with custom racking positions and monitor mounting position for Multi-Viewer use		

ATTACHMENT B
EQUIPMENT ITEM PRICING/INTEGRATION PRICING

Item #	Qty	Manufacturer	Model #	Description	Price	Extended
38	2	MidAtlantic	MRK-4436-NVR	44 Space (77"), 36" Deep Gangable Rack Configured for NVRS, Black Finish, Configured Audio/Video Enclosure includes - Integrated fan top with proportional speed fan controller, Configurable rear door with bottom vent, solid locking front door, 3-1/4" wide vertical lacer strip, Six horizontal lacer bar, Twelve 8" Velcro® cable management straps, Thin power strip, 20 Amp, 20 outlet with cord, Leveling feet, 100 qty. - 10-32 mounting hardware, Side panels optional. Ganging hardware option required.		
39	1	MidAtlantic	WRK-40-32	40 Space (70"), 32" Deep Gangable Rack With Rear Door, Black Finish, Thin power strip, 20 Amp, 20 outlet with cord, Leveling feet, 100 qty. - 10-32 mounting hardware. Ganging hardware option required.		
40	3	MidAtlantic	U3	3 Space (5 1/4") Rackshelf		
				PROCESSING/CONVERSION/DISTRIBUTION		
41	1	Sigma	BSG-21AN	Black Signal Generator, NTSC, 8 Out, 1 Slot Module, Accepts SDI102 Option		
42	1	Sigma	SDI102	SDI Output Option for BSG-2xAN and BSG-2xAP		
43	1	Sigma	RMK-26	Rackmount Kit, holds 3 SSB-21 Or -26 Units, 1RU		
44	1	AJA	FR2	2 RU, 10-Slot Frame, 100W, Forced Air Cooling, Single Power Supply		
45	5	AJA	R20CE	D/A Converter, 10-bit, SDI to Simultaneous Component/Composite, YPbPr, RGB, NTSC		
46	5	AJA	R20AD	A/D Converter, 10-bit, YPbPr, RGB, NTSC, PAL, Y/C to SDI		
47	2	ADC	PPI2232-MVJ-BK	Pro Patch WSI video panel, 2 RU, black with 2 rows of 32 regular spaced midsize super video jacks. The Professional Video (PV) family of products incorporates the ultimate in cable management of video signals. PV video panels feature a steel chassis with insulated face plate, top cover, side brackets and cable tray that provides superior cable support and strain relief, as well as maximum jack protection. The PV series also comes standard with vertical designation strips for additional labeling space.		
48	6	ADC	BK2V-STM	ST series, midsize, 2-foot, black, high definition patch cord.		

ATTACHMENT B
EQUIPMENT ITEM PRICING/INTEGRATION PRICING

Item #	Qty	Manufacturer	Model #	Description	Price	Extended
49	2	ADC	BJF303-4MKIV	with a 2x48 bantam jacks, 4-foot umbilical, QCP Mark IV punchdown termination type, normals-out audio normalling, and a fixed cable tray. Each Pro Patch panel is loaded with the highest quality frame type jacks featuring ADC's "crossbar" self-cleaning jacks. All Pro Patch panels are powder coated for exceptional durability and come with standard horizontal and vertical designation strips.		
50	12	ADC	R2B	Three-conductor, red, single, 2-foot, bantam patch cord. The cable type is quad twisted pair 26 AWG with low capacitance. The finish on the connector ends is made of nickel.		
51	2	Black Box	ACU6001A	ServSwitch Brand CATx USB KVM Extender, Single-Head VGA, Standard - Extends USB and VGA signals over CATx cable up to 1000 feet (300 m). Supports high-resolution video: 1600 x 1200 at 60 Hz over 650 feet (200 m) or 1280 x 1024 at 75 Hz over 1000 feet (300 m).		
52	3	Blonder Tongue	AM-60-806	Agile Audio/Video Modulator, +60 dBmV, 54-806 MHz with EAS feature		
53	2	VBrick	9190-4200-100	Windows Media Single Channel Encoder 10/100BT Ethernet With cable kit and remote control. Hard Drive.		
54	1	VBrick	8000-0125	Long Rack Shelf for VBrick Appliances - Rack shelf that can hold up to two VBricks in 1.5RU or 4 VBricks in 3RU, with an extended area to hold power supplies and cabling. Dimensions 17"x19"x3.5"		
				AUDIO MIXER		
55	1	Mackie	1642-VLZ3	16-Ch. Compact Recording/SR Mixer		
56	1	Mackie	RM1642-VLZ	Rackmount Brackets for 1642-VLZ Pro & VLZ3		
				DUPLICATION		
57	1	Microboards	DVD PRM-1016	CopyWriter DVD 1016 Premium, 10(18X/48X) Recorders, 1 Reader, LCD		
58	1	JVC	SR-DVM700US	Three-In-One Video Recorder • 3-in-1 Combination MiniDV, 250 GB Hard Disk (HDD) and DVD recorder/player		

ATTACHMENT B
EQUIPMENT ITEM PRICING/INTEGRATION PRICING

Item #	Qty	Manufacturer	Model #	Description	Price	Extended
59	2	JVC	SR-MV45US	DVD-R & S-VHS/VHS DUAL DECK • simultaneous Recording onto VCR and DVD • Automatic full repeat disk authoring • S-VHS,VHS, DVD-R/RW, DVD-RAM recording and playback compatibility • One-Touch recording from tape to disc and automatic disc finalization • Professional MPEG2 encoding, time base correction, and 3D noise reduction for superior picture quality • 4-pin IEEE-1394 interface for DV signal input • Mode lockout function to prevent tampering in public areas • wide range of I/O connections (Composite, YC, Component, IEEE-1394 etc.) • rugged commercial design with BNC video output connector		
60	1	Sony	DSR2000A	DVCAM Master Series Digital Videocassette Editing Recorder with i.LINK interface.		
61	1	Sony	RMM130US	19" rack mount kit for HDW-2000/ MSW-2000/ Betacam SP/ DVCAM series VTRs.		
				COPPERHEAD G1 SYSTEM FOR HITACHI Z4500W		
62	3	Telecast	CHDSYS-2S-D-AB	CopperHead HD/SDI camera/base station system, 2 SM fibers, with data, Anton/Bauer Mount		
63	3	Telecast	ADAP-AC-02	AC Power Adapter (Indoor) 120/240 VAC in, 4-pin XLR 2A 15 VDC		
64	3	Anton Bauer	TANDEM 70	bracket & 70 watt charger/power supply		
				Custom Interface Cables for Hitachi Z45W with CA-ZD1 Adaptor		
65	3	TeleCast	CHCR-HIT-SK1-0	Camera end cable for Hitachi SK1 Remote. Z1000/2000/3000/4000 series. No Time Code		
66	3	TeleCast	CHCS-HIT-26P-SDIVBS	CopperHead G1 Camera end SIGNAL cable for Hitachi SDI cameras w/26-pin connectors with VBS menu		
67	3	TeleCast	CHBTC/TAL-BNC2-	Time Code I/O cable for base station, with Tally Input pigtail		
68	3	TeleCast	CHBR-HIT-SK1-4	Base station end cable for Hitachi Remotes RU-Z1, RC-Z1, RC-Z11, RU-Z2, RC-Z2A, RC-Z21A, RUZ1, RCZ3/33, MP-Z3000,CP7, RU777, SU-2100, SU-3300, RU-3300		
				Fiber Cables and Break Out Assemblies		
			CAXX-1T4S-	Cable Assembly, no reel, 100', (30.48 m) of T4S cable, MX Mini ExpBeam		

ATTACHMENT B
EQUIPMENT ITEM PRICING/INTEGRATION PRICING

Item #	Qty	Manufacturer	Model #	Description	Price	Extended
70	2	TeleCast	CASM-D-5T4S-MX 500' R	Cable assembly on SM reel w.door only, 500' (152m) of T4S cable, MX Mini ExpBeam connectors (500' REEL)		
71	6	TeleCast	MX4PV-4-08-3M	Mini Expanded Beam Plug to 4 ST Cable Breakout Assembly, 3 Meters (10') of T4Stactical cable, Single Mode,		
72	2	TeleCast	CHADAP-MXST-2S	Adapter box, MX to 2 ST connectors, SM		
				ADDER 2 SYSTEM WITH DIAMONDBACK PKG		
73	2	Telecast	A2-B3-MD-RG-SW2	Base-3RU, incl MUX/Data engine, redundant 1310/1550nm optics & remote gain control		
74	2	Telecast	A2-882I-0-W	Adder II 8-channel Intercom Transceiver I/O strip; houses 4 ea. ADDR-AUX modules, wet		
75	4	TeleCast	ADDR-AUX-CC	Intercom module ClearCom each end; for Adders and Vipers		
76	1	Telecast	A2-ATXM-16-0	Adder II Analog Transmitter, mic/line; 16 XLR inputs; I/O strip		
77	1	Telecast	A2-ARX-16-0	Adder II Analog Receiver; 16 XLR outputs; I/O strip		
				Power supplies for above Adder system		
78	4	Telecast	ADAP-AC-03	AC Power Adapter (Indoor); 120/240 VAC in; 4-pin XLR; 3A; 15 VDC		
				Python 4x4		
79	2	Telecast	PY-GR-W41W41	PY; configured with (a) :4-BNC TX13CW-Lo; b) ; (c) 4-BNC RX; (d) ; via 4-CH 13CW-Lo DeMux 1ST; & 4-CH 13CW-Lo DeMux 1ST		
80	2	Telecast	ADAP-AC-02	AC Power Adapter (Indoor); 120/240 VAC in; 4-pin XLR; 2A; 15 VDC		

The Owner reserves the right to accept and/or reject any or all of the Itemized bids. The Owner reserves the right to award Itemized bids to separate bidder/vendors. Pricing must be good for 60 days.

TOTAL BASE PURCHASE PRICE (Inclusive of, insurance, bonding, installation and freight) $ _____

The undersigned hereby declares that it:

1. Is thoroughly familiar with the provisions of the RFP documents and conditions at the Site, and has had the opportunity to receive and/or review all reference reports and documents related to Site conditions;
2. Has the equipment, technical ability, experience references, personnel and facilities to properly complete, coordinate and administer the Contract, should it be awarded to it, in accordance with Contract Documents;
3. Is of the opinion that the Contract Documents are appropriate and adequate for the construction/completion of this Project;
4. Has the expertise and experience to perform the Work in conformance with the Contract Documents and requires no additional information.

Proposer: _____
(Print Name of authorized officer) (Signature of authorized officer) (Date)

Firm: _____

Address: _____

Contact Name / Email: _____ / _____

Telephone / Fax #: _____ / _____

ATTACHMENT C: SUBSTITUTION REQUEST FORM

SUBMIT TO:
Lucas County, OH c/o C. J. Holley One Government Center Toledo, OH 43604

Relative Project:

Name:_____

Address:_____

City/State:_____

Solicitation Number:_____

The undersigned request for consideration, the following product instead of the specified item for above Project:

Proposed Substitution (for multiple items, see next page):

_____

_____

Reason for Substitution(s):

_____

_____

REQUIREMENTS FOR REQUEST TO BE CONSIDERED *– To support the substitution, provide product data, dimensional data, photographs, samples, performance and test data, and project references as necessary to evaluate the substitution request. In addition, a side-by-side matrix must be included of the specified criteria comparing it to the proposed substitution.*

Submitted by:

Proposer: _____

(Print Name of authorized officer) (Signature of authorized officer) (Date)

Firm: _____

Address: _____

Contact Name / Email: _____ / _____

Telephone / Fax #: _____ / _____

ATTACHMENT C
SUBSTITUTE EQUIPMENT REQUEST FORM

Item #	Qty	Manufacturer	Model #	Description		
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ATTACHMENT C
SUBSTITUTE EQUIPMENT REQUEST FORM

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ATTACHMENT C
SUBSTITUTE EQUIPMENT REQUEST FORM

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SECTION H
STANDARD CONTRACT

(SEE ATTACHED - TRADE CONTRACT AGREEMENT)

TRADE CONTRACT AGREEMENT
(Owner's Agent)

This Agreement, made as of the ___ day of _____, 20__ by and between the County of Lucas, Ohio (the "Owner"), acting through its agent, The Lathrop Company, a Delaware corporation with offices at 460 West Dussel Drive, Toledo, Ohio 43537 (the "Construction Manager") and

_____
(the "Contractor") a _____ with offices located at _____
_____.

The Owner and Contractor agree as follows:

ARTICLE I. *Description of Work and Contract Sum*

1.1 The Contractor shall perform and furnish all the work, labor, services, materials, plant, equipment, tools, scaffolds, appliances and other things necessary to perform the work set forth in and contemplated by Bid Package No. _____ (hereinafter called the Work) for and at the new Lucas County Multi-Purpose Arena (hereinafter called the Project). which is located at 500 Jefferson Ave., Toledo, Ohio 43604 (hereinafter called the Premises or the Site). The Work shall be performed as shown and described in and in strict accordance with (i) the Plans, Specifications and Addenda thereto prepared by _____ (hereinafter called the Consultant), (ii) the Plans, Specifications and Addenda thereto prepared by HNTB Ohio, Inc.-- Sports Architecture (hereinafter called the Architect) and (iii) the Contract Documents, as that term is defined below for the sum of _____ Dollars ($_____) (hereinafter called the Contract Sum). The Contractor agrees that the actual work shall not commence prior to _____ and shall achieve Substantial Completion (as defined in Bid Package Number _____) of its Work on or before _____.

1.2 The Contract Documents shall not be construed to create a contractual relationship of any kind between or among the Contractor and the Construction Manager, the Architect or the Consultant or between Construction Manager and any subcontractor or supplier to the Project. The Owner, the Architect, the Consultant and the Construction Manager shall be entitled to the performance of the Contractor and to the enforcement thereof, but nothing contained herein or otherwise shall be deemed to give the Contractor any claim or right of action against the Construction Manager, the Consultant or the Architect. The Contractor shall forward all communications to the Owner and/or the Consultant and/or the Architect through the Construction Manager and Contractor expressly acknowledges that any instructions, reviews, advice, approvals, orders, or directives that are rendered to it by the Construction Manager are specifically authorized by the Owner to the Contractor through Construction Manager acting on behalf of and as the agent for the Owner. With respect to all provisions of the Contract Documents which impose an obligation and/or duty of the Contractor, such provisions shall, unless otherwise expressly stated therein, accrue and inure to the benefit of Construction Manager (i) in its capacity as agent for the Owner hereunder and also (ii) in its individual capacity as a participant in the Project. The Construction Manager shall not be responsible for any monies due to Contractor. The Construction Manager shall not be responsible for any act, omission, performance or non-performance of services by the Consultant or Architect, nor for any act, omission, performance or non-performance of services by the other trade contractors engaged in connection with the Project.

1.3 The Owner has authorized the Construction Manager to act on its behalf as its agent in connection with this Project including, but not limited to, the making of requests or determinations, the advising of decisions or electing of options, the giving of acceptances, approvals or notices and issuance of documents or directions. Construction Manager, the Consultant and the Architect, however, shall be entitled to performance of the obligations of the Contractor intended for their benefit and to enforcement thereof, but nothing contained herein shall be deemed to give the Contractor or any third party any claim or right of action against Construction Manager, the Consultant or the Architect which does not otherwise exist without regard to this Agreement. The Contractor and its subcontractors shall not be deemed to be beneficiaries of any of the acts or services of Construction Manager, which are performed for the sole benefit of the Owner. Contractor shall forward all communications to the Owner, the Consultant and/or the Architect through Construction Manager, and the Contractor hereby expressly acknowledges and agrees that any orders, instructions, reviews, advice, approvals, or directives that are rendered to it by Construction Manager are specifically authorized and directed by the Owner to the Contractor through Construction Manager acting on behalf of and as the agent for the Owner. Thus, any reference in this Agreement that provides "the Owner shall" or "the Owner may" or words of similar effect may be accomplished by the Construction Manager, acting as the agent for the Owner.

1.4 The Contractor shall supervise and direct the Work using Contractor's best skill and attention. Notwithstanding anything contained in any of the Contract Documents, Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for safety precautions and programs in connection with the Work and hereby agrees with respect hereto that neither Construction Manager, the Consultant nor the Architect will be responsible therefor or have control or charge thereof. Contractor further assumes entire responsibility for the acts and omissions of its agents or employees, subcontractors, suppliers, any of their agents or employees, or any other persons performing any of the Work and agrees that neither Construction Manager, the Consultant, nor the Architect will be responsible for or have control or charge over any such acts or omissions. Contractor further agrees that neither Construction Manager, the Consultant, nor the Architect will be responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents.

ARTICLE II. *Contract Documents*

2.1 The Contract Documents are listed on A attached to this Agreement and they are incorporated into this Agreement as if fully rewritten here. All capitalized words and phrases not otherwise defined herein shall have the same meanings as are ascribed to such terms in the General Conditions. They are available for examination by the Contractor at all reasonable times at the office of Construction Manager. The Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of Construction Manager, or of the Owner, or of any of their respective officers, agents, servants, or employees.

2.2 This Trade Contractor Agreement and other Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of this Contract Agreement irreconcilably conflicts with a provision of the other Contract Documents, the provision imposing the greater duty or obligation on the Contractor shall govern.

2.3 The parties recognize that problems and disputes between them may occur and that it is preferable for them to reach an amicable resolution of the same without the need to resort to formal dispute resolution procedures. In that regard, they each pledge to participate in good faith in voluntary and non-binding Alternative Dispute Resolution (ADR) procedures. However, in the event the disputes are not resolved by mediation or another ADR procedure as Owner and Contractor may agree, then such dispute shall be resolved by litigation in the Lucas County Court of Common Pleas. The Trade Contractor waives its right to trial by jury.

ARTICLE III. *Time of Completion and Liquidated Damages*

3.1 The Contractor shall commence the Work when notified to do so by Owner or Construction Manager and shall diligently and continuously prosecute and complete the Work and coordinate the Work with the other work being performed on the Project, in accordance with those project schedules as may be issued from time to time during the performance of the Work, and any other scheduling requirements listed in this Agreement, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of the whole or any part of the Work or other work on the Project. Without limiting the generality of the foregoing, Contractor agrees that its Work at the Site shall not commence prior to _____ and that it shall achieve Substantial Completion of the Work on or before_____ as such dates may be adjusted by Change Order.

3.2 The Contractor shall participate and cooperate in the development of schedules and other efforts to achieve timely completion of the Work providing information for the scheduling of the times and sequence of operations required for its Work to meet Owner's overall schedule requirements, shall continuously monitor the project schedule so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of other work on the Project, and shall execute the Work in accordance with the requirements of the project schedule including any revisions thereto. The Contractor acknowledges that it must, at its own expense, work cooperatively with all other Contractors on site to coordinate its work with the work of such Contractors, including modifying its schedule and activities. To further such coordination it must, when requested by Construction Manager or the Owner submit to Construction Manager a current updated copy of its detailed schedule to demonstrate the status of such coordination and, if the Owner or Construction Manager deems it necessary, to modify its schedule as and in the manner required by the Owner or Construction Manager and to execute its work in the manner shown on the revised schedule. It is agreed that any such modifications required by the Owner or Construction Manager shall not result in claims against Construction Manager or the Owner and all such claims are waived. While the Owner or Construction Manager may have the right to take such action, in no respect shall the Owner or Construction Manager be obliged to do so.

3.3 Should the progress of the Work or of the Project be delayed disrupted, hindered, obstructed, or interfered with by any fault or neglect or act or failure to act of the Contractor or any of its officers, agents, servants, employees, subcontractors or suppliers so as to cause any additional cost, expense, liability or damage to the Owner or Construction Manager including legal fees and disbursements incurred by Owner or Construction Manager (whether incurred in defending claims arising from such delay or in seeking reimbursement and indemnity from the Contractor and its surety hereunder or otherwise) or any damages or additional costs or expenses for which Construction Manager or the Owner may or shall become liable, the Contractor and its surety shall and does hereby agree to compensate the Owner and Construction Manager for and indemnify them against all such costs, expenses, damages and liability.

3.4 The Owner may direct the Contractor to work overtime and, if so directed, the Contractor shall work said overtime and, provided that the Contractor is not in default under any of the terms or provisions of this Agreement or of any of the other Contract Documents, the Owner will pay the Contractor for such actual additional wages paid plus taxes imposed by law on such additional wages, plus workers' compensation insurance, liability insurance and levies on such additional wages if required to be paid by the Contractor.

3.5 If, however, the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of the Contractor or any of its officers, agents, servants, employees, subcontractors or suppliers, then the Contractor shall, in addition to all of the other obligations imposed by this Agreement upon the Contractor in such case, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost in the completion of the Work and of the Project due to such delay. Should the Contractor fail to make up for the time lost by reason of such delay, the Owner shall have the right to cause other Contractors to work overtime and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project, and the cost and expense of such overtime and/or such other action shall be borne by the Contractor.

3. 6 The Contractor expressly acknowledges that it is extremely difficult and impractical to ascertain the actual damages incurred by the Owner in the event that the Work is not performed and/or completed in accordance with the Schedule. In the event that the Contractor's Work is not performed and/or completed in accordance with the Schedule, the Contractor shall pay to the Owner or to the Construction Manager, as directed by the Construction Manager, the following Delay Liquidated Damages:

(a) a lump sum payment of $10,000; plus

(b) a per diem payment of $2,500 per day for the first 14 calendar days of delay; plus

(c) a per diem payment of $5,000 per day for every day thereafter until Substantial Completion of the Contractor's Work is achieved; plus

(d) $50,000 per regularly scheduled event that cannot be played, performed or held until Substantial Completion

3.7 The Contractor expressly agrees all amounts set forth above constitute a fair and reasonable estimate of probable damage to the Owner due to delay and are not a penalty. The Delay Liquidated Damages are intended only to cover damages suffered by the Owner 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 Owner agree that Construction Manager is an intended third party beneficiary hereof.

ARTICLE IV. *Contract Sum and Payment Procedures*

4.1 The sum to be paid by the Owner to the Contractor for the satisfactory performance and completion of the Work and of all of the duties, obligations and responsibilities of the Contractor under this Agreement and the other Contract Documents is set forth in Article 1 hereof (the "Contract Sum") and is subject to additions and deductions as herein provided.

4.2 The Contract Sum includes all applicable Federal, State, County, Municipal and other taxes imposed by law and based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for and in connection with the Work, including but not limited to sales, use and personal property taxes payable by or levied or assessed against the Owner, Construction Manager or the Contractor. Where the law requires any such taxes to be stated and charged separately, the total price of all items included in the Work plus the amount of such taxes shall not exceed the Contract Sum.

4.3 Payment procedures are set forth in Article 9 of the General Conditions.

ARTICLE V. *Payments Withheld*

5.1 If any claim or lien is made or filed with or against Construction Manager, the Owner, the Project, the Premises or the Project funds by any person claiming that the Contractor or any subcontractor or other person under subcontract has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, Construction Manager or the Owner might become liable and which is chargeable to the Contractor, or if the Contractor or any subcontractor or other person under subcontract causes damage to the Work or to any other work on the Project, or if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Agreement and the other Contract Documents including, but not limited to, the Project safety requirements and/or requirements under any Project wide insurance program provided through the assistance of Construction Manager and the applicable insurance program manual, the Owner shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such nonpayment, damage, failure or default, and (3) compensate the Owner or Construction Manager for and indemnify and hold them harmless against any and all losses, liability, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred by either or both of them in connection therewith. The Owner shall have the right to apply and charge against the Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount is insufficient therefor, the Contractor shall be liable for the difference and pay the same to the Owner.

ARTICLE VI. *Payments etc., non Acceptance*

6.1 No payment (final or otherwise) made under or in connection with this Agreement shall be conclusive evidence of the performance of the Work or of this Agreement, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the Contractor from any of its obligations under this Agreement; nor shall entrance and use by the Owner constitute acceptance of the Work or any part thereof.

ARTICLE VII. *Extension of Time*

7.1 Should the Contractor be delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause including but not limited to any act, omission, neglect, negligence or default of the Owner or Construction Manager or of anyone employed by the Owner or

Construction Manager or by any other contractor or subcontractor on the Project, or by the Consultant, the Architect, the Owner or their contractors, subcontractors, agents or consultants, or by damage caused by fire or other casualty or by the combined action of workers or by governmental directive or order in no wise chargeable to the Contractor, or by any extraordinary conditions arising out of war or government regulations, or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the Contractor, its officers, agents, employees, subcontractors or suppliers, then except where the Contract Documents has specific requirements at variance with the foregoing, in which case the requirements of the Contract Documents shall govern, the Contractor shall be entitled to an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes; provided, however, that the Contractor shall not be entitled to any such extension of time unless the Contractor (1) notifies the Owner and Construction Manager in writing of the cause or causes of such delay, obstruction, hindrance or interference within five (5) days of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. Notwithstanding the foregoing, if the Contract Documents are at variance with granting such time extension, then the provisions of the Contract Documents shall control.

7.2 Except to the extent permitted by law, the Contractor agrees that it shall not be entitled to nor claim any cost reimbursement, compensation or damages for any delay, obstruction, hindrance or interference to the Work.

ARTICLE VIII. *Freight Charges and Shipments*

8.1 The Contractor in making or ordering shipments shall not consign or have consigned materials, equipment or any other items in the name of the Owner or Construction Manager. The Owner is under no obligation to make payment for charges on shipments made by or to the Contractor but may, at its option, pay such charges, in which case the Contractor shall reimburse the Owner or Construction Manager for the amount of such payments plus a service charge of twenty-five percent (25%) of the amount so paid.

ARTICLE IX. *Dimensions*

9.1 Notwithstanding the dimensions on the Plans, Specifications and other Contract Documents it shall be the obligation and responsibility of the Contractor to take such measurements as will insure the proper matching and fitting of the Work covered by this Agreement with contiguous work.

ARTICLE X. *Shop Drawings*

10.1 The Contractor shall prepare and submit to the Consultant through Construction Manager such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawings by the Consultant and/or Construction Manager shall not relieve the Contractor of its obligation to perform the Work in strict accordance with the Plans, Specifications, the Additional Provisions hereof and the other Contract Documents, nor of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the site, which obligation and responsibility shall continue until completion of the Work.

10.2 The Contractor's submission of a shop drawing shall constitute the Contractor's representation, upon which the Architect, the Consultant, the Owner and Construction Manager may rely, that the Contractor

has reviewed the submission for accuracy and compliance with all Contract Documents and that wherever engineering is required to be performed, same has been performed by a qualified and licensed engineer. Furthermore, the review of the Shop Drawing by the Consultant, Architect, Owner and/or Construction Manager shall not constitute an undertaking by them to identify deficiencies in the submission, that being an undertaking within the sole responsibility of the Contractor.

ARTICLE XI. *Contiguous Work*

11.1 Should the proper and accurate performance of the Work hereunder depend upon the proper and accurate performance of other work not covered by this Agreement, the Contractor shall carefully examine such other work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work hereunder, use all means necessary to discover any defects in such other work, and before proceeding with the Work hereunder, report promptly any such improper conditions and defects to the Owner and Construction Manager in writing and allow the Owner a reasonable time to have such improper conditions and defects remedied.

ARTICLE XII. *Interpretation of Plans and Specifications*

12.1 The Work hereunder is to be performed and furnished under the direction and to the satisfaction of the Owner, the Architect, the Consultant and Construction Manager. The decision of the Architect and/or the Consultant as to the true construction, meaning and intent of the Plans and Specifications shall be final and binding upon the parties hereto. The Owner will furnish to the Contractor such additional information and Plans as may be prepared by the Architect or the Consultant to further describe the Work to be performed and furnished by the Contractor and the Contractor shall conform to and abide by the same.

ARTICLE XIII. *Change Orders, Additions, Deductions*

13.1 The Owner reserves the right, from time to time, whether the Work or any part thereof shall or shall not have been completed, to make changes, additions and/or omissions in the Work as it may deem necessary, upon written order to the Contractor. The value of the work to be changed, added or omitted shall be stated in said written order and shall be added to or deducted from the Contract Sum.

13.2 The value of the work to be changed, added or omitted shall be determined by the lump sum or unit prices, if any, stipulated herein for such work. If no such prices are stipulated, such value shall be determined by whichever of the following methods or combination thereof the Owner may elect:

(a) By adding or deducting a lump sum or an amount determined by a unit price agreed upon between the parties hereto.

(b) By adding (1) the actual net cost to the Contractor of labor in accordance with the established rates, including required union benefits, premiums the Contractor is required to pay for workmen's compensation and liability insurance, and payroll taxes on such labor, (2) the actual cost to the Contractor of materials and equipment and such other direct costs as may be approved by Owner less all savings, discounts, rebates and credits, (3) an allowance of 3% for overhead on items (1) and (2) above.

13.3 Should the parties hereto be unable to agree as to the value of the work to be changed, added or omitted,

the Contractor shall proceed with the work promptly under the written order of the Owner from which order the stated value of the work shall be omitted, and the determination of the value of the work shall be referred to the Consultant whose decision shall be final and binding upon the parties hereto.

13.4 In the case of omitted work the Owner shall have the right to withhold from payments due or to become due to the Contractor an amount which, in the Owner's or Construction Manager's opinion, is equal to the value of such work until such time as the value thereof is determined by agreement or by the Consultant as hereinabove provided.

13.5 All changes, additions or omissions in the Work ordered in writing by the Owner shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of this Agreement and the other Contract Documents. Contractor accepts the responsibility to keep its surety informed of all such modifications to its contract. The obligations of Contractor's Surety shall not be reduced, waived or adversely affected by the issuance of such change orders, additions or deductions even if the Owner or Construction Manager fails to inform surety of same and the Owner or Construction Manager shall not be required to obtain consent of the surety to such modifications.

ARTICLE XIV. *Inspection and Defective Work*

14.1 The Contractor shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by the Owner, Construction Manager, the Architect, the Consultant and their authorized representatives in the field, at shops or at any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment or storage. The Contractor shall, within twenty-four (24) hours after receiving written notice from the Owner to that effect, proceed to take down all portions of the Work and remove from the premises all materials whether worked or unworked, which the Architect, the Consultant, and/or the Owner shall condemn as unsound, defective or improper or as in any way failing to conform to this Agreement or the Plans, Specifications or other Contract Documents, and the Contractor, at its own cost and expense, shall replace the same with proper and satisfactory work and materials and make good all work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming work or materials or by the taking down, removal or replacement thereof.

ARTICLE XV. *Failure to Prosecute, etc.*

15.1 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 or the Consultant 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 Consultant, 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, the Consultant, 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, Consultant, Architect and/or Construction Manager in connection with reprocurement, 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.

15.2 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.

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

ARTICLE XVI. *Loss or Damage to Work*

16.1 Contractor shall be responsible for loss or damage to the Work to be performed and furnished under this Agreement, however caused, until final acceptance thereof by Owner, Consultant and Architect, except to the extent that loss or damage is covered by the Builder’s Risk Insurance provided by the Owner and described in Article 11 of the General Conditions. Neither the Owner nor Construction Manager shall be responsible at any time for loss of or damage to materials, tools, equipment, appliances or other personal property owned, rented

or used by the Contractor or anyone employed by it in the performance of the Work, however or whenever caused.

ARTICLE XVII. *Cleaning Up*

17.1 The Contractor shall, at its own cost and expense, (1) keep the Premises free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work by collecting and depositing said materials and rubbish in locations or containers as designated by the Owner from which it shall be removed by the Owner from the Premises without charge, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make good all defects resulting therefrom (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean", and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials. Should the Contractor fail to perform any of the foregoing to the Owner's satisfaction, the Owner shall have the right to perform and complete such work itself or through others and charge the cost thereof to the Contractor.

ARTICLE XVIII. *Compliance with Law and Permits*

18.1 The Contractor shall obtain and pay for all necessary permits and licenses pertaining to the Work and shall comply with all federal, state, municipal and local laws, ordinances, codes, rules, regulations, standards, orders, notices and requirements, including but not limited to those relating to safety, discrimination in employment, fair employment practices or equal employment opportunity, and whether or not provided for by the Plans, Specifications, General Conditions, or other Contract Documents, without additional charge or expense to the Owner and shall also be responsible for and correct, at its own cost and expense, any violations thereof resulting from or in connection with the performance of its Work. The Contractor shall at any time upon demand furnish such proof as the Owner or Construction Manager may require showing such compliance and the correction of such violations. The Contractor agrees to save harmless and indemnify the Owner and Construction Manager from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Contractor's failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations therefore resulting from or in connection with the performance of Work.

ARTICLE XIX. *Labor to be Employed*

19.1 The Contractor shall not employ persons, means, materials or equipment which may cause strikes, work stoppages or any disturbances by workers employed by the Contractor, Construction Manager or other contractors or subcontractors on or in connection with the Work or the Project or the location thereof. The Contractor agrees that all disputes as to jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the Work is being done and that it shall be bound and abide by all such adjustments and settlements of jurisdictional disputes, provided that the provisions of this Article shall not be in violation of or in conflict with any provisions of law applicable to the settlement of such disputes. Should the Contractor fail to carry out or comply with any of the foregoing provisions, the Owner, or Construction Manager acting on its behalf, shall have the right, in addition to any other rights and remedies provided by this Agreement or the other Contract Documents

or by law, after three (3) days written notice mailed or delivered to the last known address of the Contractor, to terminate this Agreement or any part thereof or the employment of the Contractor for all or any portion of the Work, and, for the purpose of completing the Work, to enter upon the Premises and take possession, in the same manner, to the same extent and upon the same terms and conditions as set forth in Article XI of this Agreement.

ARTICLE XX. *Taxes and Contributions*

20.1 The Contractor for the Contract Sum herein provided, hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the Owner and Construction Manager from and against the payment of:

a. All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed, engaged in the Work to be performed and furnished under this Agreement.

b. All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its subcontractors or vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of the Work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the Work.

c. All pension, welfare, vacation, annuity and other union benefit contributions payable under or in connection with labor agreements with respect to all persons, by whomsoever employed, engaged in the Work to be performed and furnished under this Agreement.

20.2 In furtherance of, and in addition to the agreements, duties obligations and responsibilities of the Contractor with respect to the payment of sales, use, personal property and other taxes set forth in this Agreement, the Contractor agrees to reimburse and otherwise indemnify the Owner and Construction Manager for any expenses, including legal fees and litigation arising from, or related to the Contractor's failure to pay any sales, use, personal property or other taxes based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for or in connection with the Work.

ARTICLE XXI. *Patents*

21.1 The Contractor hereby agrees to indemnify, protect and save harmless Construction Manager and the Owner from and against any and all liability, loss or damage and to reimburse Construction Manager and the Owner for any expenses, including legal fees and disbursements, to which the Owner or Construction Manager may be put because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the Work or materials, equipment or other items used by the Contractor in its performance.

ARTICLE XXII. *Mechanics' Liens or Claims*

22.1 To the fullest extent permitted by law, Contractor for itself and for its subcontractors, laborers and materialmen and suppliers and all others directly or indirectly acting for, through or under it or any of them covenants and agrees that no liens or claims, whether a mechanics' lien or an attested account or otherwise, will be filed or maintained against the Project or Premises or any part thereof or any interests therein or any improvements thereon, or against any monies due or to become due from the Owner to the Contractor, for or on account of any work, labor, services, materials, supplies, equipment, or other items performed or furnished for or in connection with the Work, and the Contractor for itself and its subcontractors, laborers, and materialmen and suppliers and all others above mentioned does hereby expressly waive, release and relinquish all rights to file or maintain such liens and claims and agrees further that this waiver of the right to file or maintain such liens and claims shall be an independent covenant and shall apply as well to work, labor and services performed and materials, supplies, equipment and other items furnished under any change order or supplemental agreement for extra or additional work in connection with the Project as to the Original Work covered by this Agreement.

22.2 If any subcontractor, laborer, materialman or supplier of the Contractor or any other person directly or indirectly acting for, through or under it or any of them files or maintains a lien or claim, whether a mechanics' lien or an attested account or otherwise, a mechanic's lien or claim against the Project or Premises or any part thereof or any interests therein or any improvements thereon or against any monies due or to become due from the Owner to the Contractor, for or on account of any work, labor, services, materials, supplies, equipment or other items performed or furnished for or in connection with the Work or under any change order or supplemental agreement for extra or additional work in connection with the Project, the Contractor agrees to cause such liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within ten (10) days from the date of the filing thereof, and upon its failure to do so the Owner shall have the right, in addition to all other rights and remedies provided under this Agreement and the other Contract Documents or by law, to cause such liens or claims to be satisfied, removed or discharged by whatever means Owner chooses, at the entire cost and expense of the Contractor (such cost and expense to include legal fees and disbursements). The Contractor agrees to indemnify, protect and save harmless Construction Manager and the Owner from and against any and all such liens and claims and actions brought or judgments rendered thereon, and from and against any and all loss, damages, liability, costs and expenses, including legal fees and disbursements, which Construction Manager and/or the Owner may sustain or incur in connection therewith.

ARTICLE XXIII. *Assignment and Subletting*

23.1 To the fullest extent permitted by law, Contractor agrees that it shall not assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Agreement including, but not limited to, any right to receive payments hereunder, without the prior written consent of the Owner in its sole discretion and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event Contractor assigns, sells, encumbers or otherwise transfers its right to any monies due or to become due under this Agreement as security for any loan, financing or other indebtedness (hereafter “Assignment”), notification to the Owner of such Assignment must be sent by certified mail, return receipt requested, and the Assignment shall not be effective as against the Owner until the Owner provides its written consent to such Assignment. Contractor agrees that any such Assignment shall not relieve the Contractor of any of its agreements, duties, responsibilities or obligations under this Agreement and the other Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the Owner and such assignee or transferee. Contractor further agrees that all of the Owner’s defenses and claims arising out of this Agreement with respect to such Assignment are reserved

unless expressly waived in writing by a duly authorized corporate officer. Contractor hereby agrees to indemnify and hold harmless the Owner and Construction Manager from and against any and all loss, cost, expense or damages the Owner or Construction Manager has or may sustain or incur in connection with such Assignment.

ARTICLE XXIV. *Termination for Convenience*

24.1 The Owner shall have the right at any time by written notice to the Contractor, to terminate this Agreement without cause and require the Contractor to cease work hereunder for the convenience of the Owner. In the event of such a termination for convenience, the Contractor shall be entitled to payment pursuant to the terms of the contract for all Work performed as of the date of termination, together with reasonable costs of demobilization. However, the Contractor shall only be entitled to profit on that portion of the work actually performed and approved for payment to the date of termination together with retainages held upon payments made prior thereto. Contractor waives any claim for loss of anticipated profits in the event the Owner exercises this clause.

ARTICLE XXV. *Guarantees*

25.1 The Contractor hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents.

The Contractor shall remove, replace and/or repair at its own expense and at the convenience of the Owner any faulty, defective or improper Work, materials or equipment discovered within one (1) year from the date of the acceptance of the Project as a whole by the Architect and the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents.

25.2 Without limiting the generality of the foregoing, the Contractor warrants to the Owner, the Architect and Construction Manager, and each of them, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not confirming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law.

ARTICLE XXVI. *Accident Prevention*

26.1 The Contractor agrees that the prevention of accidents to workmen engaged upon or in the vicinity of the Work is its responsibility. The Contractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the strictest of the safety standards established during the progress of the Work by the Contractor, Construction Manager and/or the Owner. When so ordered, the Contractor shall stop any part of the Work which the Owner or Construction Manager deems unsafe until corrective measures satisfactory to the Owner and Construction Manager have been taken, and the Contractor agrees that it shall not have nor make

any claim for damages growing out of such stoppages. Should the Contractor neglect to take such corrective measures, the Owner or Construction Manager may do so at the cost and expense of the Contractor and may deduct the cost thereof from any payments due or to become due to the Contractor. Failure on the part of the Owner or Construction Manager to stop unsafe practices shall in no way relieve the Contractor of its responsibility therefor.

26.2 This Contractor acknowledges the receipt of the Owner's and/or Construction Manager's policies on "Safety", "Drug and Alcohol Abuse and "Sexual Harassment". Subject to applicable law this Contractor further agrees to be bound to these policies as a part of the supplemental and special conditions to the contract for construction of the project and to be likewise bound by the requirements of any Project wide insurance program provided through the assistance of Construction Manager including the insurance program manual.

26.3 In the event that hazardous substances of a type of which an employer is required by law to notify its employees are being used or stored on the site by the Contractor, the Contractor's subcontractor and anyone directly or indirectly employed or otherwise retained by them or either of them, the Contractor shall immediately provide written notice of the chemical composition thereof (including, without limitation, a copy of the applicable Material Safety Data Sheet) to the Owner in sufficient time to permit compliance with such laws by the Owner, other subcontractors and other employers on the site. In the event that the Contractor encounters on the site material reasonably believed to be hazardous substances (including, without limitation, asbestos or polychlorinated biphenyl) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and immediately report the condition to the Owner in writing. Work in the affected area shall resume when such hazardous substances has been rendered harmless or removed as determined by the Owner in its sole and absolute discretion. To the extent of Contractor's responsibilities hereunder, Contractor does indemnify and save harmless the Owner and Construction Manager from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, cost and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Contractor in regard to such hazardous substances.

ARTICLE XXVII. *Liability for Damage and Personal Injury*

27.1 The Contractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the Contractor or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Work, or in preparation for the Work, or any extension, modification, or amendment to the Work by change order or otherwise. Except to the extent, if any, expressly prohibited by statute and excluding from this indemnity such acts or omissions, if any, of the party indemnified for which it is not legally entitled to be indemnified by the Contractor under applicable law, should any claims for such damage or injury (including death resulting therefrom) or loss to property including loss of use thereof, be made or asserted, whether or not such claims are based upon Construction Manager's or the Owner's alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of Construction Manager or the Owner, the Contractor agrees to indemnify and save harmless Construction Manager and the Owner, their trustees, officers, agents, servants and employees from and against any and all such claims and further from and against any and all loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, that Construction Manager and the Owner, their officers, agents, servants or employees may directly or indirectly sustain, suffer or incur as a result thereof and the Contractor agrees to and does hereby assume, on behalf of Construction Manager and the

Owner, their officers, agents, servants and employees, the defense of any action at law or in equity which may be brought against Construction Manager and/or the Owner, their officers, agents, servants or employees upon or by reason of such claims and to pay on behalf of Construction Manager and the Owner, their officers, agents, servants and employees, upon demand, the amount of any judgment that may be entered against Construction Manager and/or the Owner, their officers, agents, servants or employees in any such action. In the event that any such claims, loss, cost, expense, liability, damage, penalties, fines or injury arise or are made, asserted or threatened against Construction Manager and/or the Owner, their officers, agents, servants or employees, the Owner shall have the right to withhold from any payments due or to become due to the Contractor an amount sufficient in its judgment to protect and indemnify Construction Manager and the Owner, their officers, agents, servants and employees from and against any and all such claims, loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, or the Owner in its discretion may require the Contractor to furnish a surety bond satisfactory to the Owner guaranteeing such protection, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefor.

27.2 In addition to Construction Manager and the Owner, the term "Indemnified Parties" throughout this Agreement shall include: and any of their respective officers, agents, servants, or employees, and affiliates, parents and subsidiaries.

27.3 Nothing contained in this Agreement shall be deemed to obligate the Contractor to indemnify Construction Manager, the Owner or any of the other Indemnified Parties, their trustees, officers, agents, servants or employees, and affiliates, parents and subsidiaries, against liability for damages or any other loss, damage or expense sustained, suffered or incurred on account of death or bodily injury to active persons or injury to property caused by the sole negligence or willful misconduct of Construction Manager, the Owner or any of the other Indemnified Parties, their officers, agents, servants, or employees, and affiliates, parents and subsidiaries, or other Contractors directly responsible to the Owner. Therefore, if it is determined by legal proceedings or agreement, that the Contractor has no direct contributory or incidental negligence or other obligation to Construction Manager, the Owner, or any Indemnified Party, and that the Contractor is in no way a proper party to a particular claim, then the Contractor shall not be obligated to hold Construction Manager, the Owner or any Indemnified Party harmless with respect to said claim. However, until such determination is made by legal proceedings or agreement, or if the Contractor is found to have any degree of direct or contributory negligence or if it is determined that the Contractor is in any way or to any degree a proper party to said claim, then the Contractor's obligations under all of the terms and provisions of Article XXIII shall remain in full force and effect except to the extent caused by the negligence of Construction Manager, the Owner or any Indemnified Party.

27.4 Nothing in this provision, or elsewhere in this Agreement, shall be deemed to relieve the Contractor of its duty to defend Construction Manager, the Owner, or any Indemnified Party, as specified in this Agreement, pending a determination of the respective liabilities of the Contractor, Construction Manager, the Owner, or any Indemnified Party, by legal proceeding or agreement.

27.5 In furtherance to but not in limitation of the indemnity provisions in this Agreement, Contractor hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker's compensation laws.

ARTICLE XXVIII. *Insurance*

Insurance requirements are as specified in the Bid Package .

28.1 **THIS IS A CMaCIP PROJECT. ALL CONTRACTORS, WHETHER ENROLLED IN OR EXCLUDED FROM CMaCIP COVERAGE MUST READ AND UNDERSTAND THE INFORMATION BELOW.**

28.2 **The insurance coverage set forth in Items 1, 2 and 3 below must be in place for each Contractor before commencing the Work through completion and final acceptance.**

Contractors **ENROLLED** in the Construction Manager Controlled Insurance Program (CMaCIP) **SHALL NOT** separately provide Workers' Compensation (Item 1 below) and Comprehensive General Liability Insurance (Item 2 below) because these will be provided through the CMaCIP but such ENROLLED Contractors shall provide the Comprehensive Automobile Liability Insurance (Item 3 below).

Contractors **EXCLUDED** from the Construction Manager Controlled Insurance Program (CMaCIP) **SHALL** separately provide Workers' Compensation (Item 1 below), Comprehensive General Liability Insurance (Item 2 below) and Comprehensive Automobile Liability Insurance (Item 3 below). **Excluded Contractors with Enrolled Sub-Tiers** are referred to Subsection C below for coverage requirements.

1. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE in accordance with laws of the State in which the Work is situated.

2. COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING COMPLETED OPERATIONS, CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREINABOVE, and including INDEPENDENT CONTRACTORS LIABILITY INSURANCE if the Contractor sublets to another all or any portion of the Work, Personal Injury Liability, Broad Form Property Damage (including completed operations), and Explosion, Collapse and Underground Hazards, with the following minimum limits:

   Per the Contract Documents

3. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE covering all owned, non-owned and hired automobiles used in connection with the Work, with the following minimum limits:

   Bodily Injury (including death) $1,000,000 per accident
   and Property Damage

28.3 **SELECT ONE OF THE FOLLOWING A, B, or C to apply and cross out those which do not apply:**

~~**A. ENROLLED CONTRACTORS:** The above Workers' Compensation and On-Site General Liability insurance coverages are to be provided through a consolidated insurance program coordinated by the Construction Manager, as Sponsor, pursuant to the Construction Manager Controlled Insurance Program, which is more fully explained in the attached CMa-CIP Insurance Manual, attached hereto and made a part hereof as if fully set forth at length herein. The Contractor for itself and for its subcontractors, acknowledges that all actions taken by or to be taken by the Construction Manager in connection with the said insurance program are taken by the Construction Manager as agent acting on behalf of the Owner. The Contractor's Price does not include the costs of such Owner provided Insurance. Upon completion of the enrollment process in the consolidated insurance, the Contractor and it's sub-subcontractors will be Additional Named Insured to the CMa-CIP General Liability insurance policy and Workers' Compensation policy by the consolidated insurance administrator issued on the project on behalf of the Owner and the Construction Manager and the Owner's enrolled Contractors and their enrolled subcontractors. Work on-site cannot begin until enrollment is complete.~~

~~For all Contractor-provided insurance requirements, before commencing the Work, the Contractor shall procure and maintain, at is own expense, until completion and final acceptance of the Work at least the off-site and automobile insurance from insurance companies satisfactory to the Owner and/or the Construction Manager as identified above.~~

~~**B. EXCLUDED CONTRACTORS:** Before commencing the Work, Contractor shall procure and maintain, at is own expense, until completion and final acceptance of the Work all insurance requirements listed above from insurance companies satisfactory to Owner and/or Construction Manager.~~

~~**C. EXCLUDED PRIME with ENROLLED SUB-TIERS**~~

~~In the event that an Excluded Contractor has eligible Subcontractors enrolling in the program the following will apply:~~

~~As to the Excluded Contractor:~~

~~Before commencing the Work, Contractor shall procure and maintain, at is own expense, until completion and final acceptance of the Work all insurance requirements listed above from insurance companies satisfactory to Owner and/or Construction Manager. All insurance costs for the Excluded Contractor itself are included in the Price and are to be paid by the Excluded Contractor.~~

~~As to the Enrolled Subcontractors:~~

~~The Workers' Compensation and On-Site General Liability insurance coverages are to be provided through a consolidated insurance program coordinated by Construction Manager, as Sponsor, pursuant to CMa-CIP, which is more fully explained in the attached CMa-CIP Insurance Manual, attached hereto and made a part hereof as if fully set forth at length herein. All Enrolled Sub-Tier Contractors for itself (themselves) and for any of its lower tier contractors, acknowledge that all actions taken by or to be taken by Construction Manager in connection with the said~~

~~insurance program are taken by Construction Manager as agent, acting on behalf of Owner. Each Enrolled Subcontractor's price does not include the costs of such Owner-provided Insurance. Upon its completion of the enrollment process in the consolidated insurance, a Subcontractor and its lower tier contractors will be Additional Named Insured to the CMa-CIP General Liability insurance policy and Workers' Compensation policy by the consolidated insurance administrator issued on the project on behalf of Owner and Construction Manager and Owner's enrolled Contractors and their enrolled subcontractors. Work on site cannot begin until enrollment is complete.~~

~~28.4 For all Contractor provided insurance requirements, before commencing the Work, the Contractor shall furnish a certificate, satisfactory to the Owner from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that the insurance will not be canceled or changed until the expiration of at least thirty (30) days after written notice of such cancellation or change has been mailed to and received by the Owner. The Construction Manager, the Owner and other entities as may be reasonably requested shall be named as an additional insured under these policies of insurance. It is expressly agreed and understood by and between Contractor and the Owner that the insurance afforded the additional insureds shall be primary insurance and that any other insurance carried by the Owner or the Construction Manager shall be excess of all other insurance carried by the Contractor and shall not contribute with the Contractor's insurance. Contractor further agrees to provide endorsements on its insurance policies which shall state the foregoing; however, Contractor's failure to provide such endorsement shall not affect Contractor's agreement hereunder.~~

~~28.5 If the Contractor fails to procure and maintain such insurance, if required, the Owner and/or the Construction Manager shall have the right, but not the obligation, to procure and maintain the said insurance for and in the name of the Contractor and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance or at the Owner's option, the Owner may offset the cost incurred by the Owner against amounts otherwise payable to Contractor hereunder.~~

ARTICLE XXIX. *Bonds*

29.1 The Contractor shall furnish to the Owner a performance bond in the amount of and a separate payment bond in the amount of the Contract Sum form and contents of such bonds and the Surety or Sureties thereon to be satisfactory to the Owner , meeting the requirements set forth in the General Conditions and containing dual obligee provisions, inuring to the benefit of both the Owner and Construction Manager. Such bonds shall be furnished to the Owner at the time of the signing of this Agreement. In the event Contractor fails to furnish such bonds to the Owner within the time period as hereinabove provided, such failure shall constitute a default under this Agreement in which event the Owner shall have all of the rights and remedies provided with respect to default on the part of Contractor including, without limitation, the right to terminate this Agreement.

29.2 Without limiting the responsibilities of Contractor and its Surety under the terms of this Agreement, Contractor and its Surety hereby agree to promptly pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor or services performed or materials, supplies, machinery equipment, rentals, fuels, oils, tools, appliances, insurance and other items furnished, used or consumed in connection with the prosecution of the Work provided for in said Contract and any and all modifications

thereof, and shall indemnify and save harmless the Owner and Construction Manager of and from all liability loss, damage and expense, including interest, costs and attorney fees, which the Owner and Construction Manager and/or its Surety may sustain by reason of Contractor's or its Surety's failure to do so.

ARTICLE XXX *Severability*

30.1 In the event that any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid or otherwise unenforceable pursuant to applicable laws, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

ARTICLE XXXI. *Entire Agreement*

31.1 This Agreement and the Contract Documents constitute the entire agreement between the parties hereto. No oral representations or other agreements have been made by the Owner or Construction Manager except as stated in the Agreement. This Agreement may not be changed in any way except as herein provided, and no term or provision hereof may be waived by the Owner except in writing signed by its duly authorized officer or agent. The captions are for convenience only and shall not be deemed to limit, restrict or alter the content, meaning or effect thereof. Contractor agrees that it shall have no rights or remedies as against any parent, subsidiary, officers, directors, principals or affiliates of Construction Manager for anything done or not done in connection with this contract.

ARTICLE XXXIII. *Reliance by Construction Manager*

33.1 Construction Manager advises the Contractor, and the Contractor acknowledges that, Construction Manager is relying on full performance by the Contractor of the Contractor's obligations under this Agreement to enable Construction Manager to meet its various commitments to the Owner and that any failure of the Contractor that results in Construction Manager being liable to the Owner shall likewise result in liability of the Contractor to Construction Manager and the Contractor shall indemnify and save harmless Construction Manager from all such liability.

33.2 The said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all of the terms and provisions herein contained.

[~~balance of~~ This page intentionally left blank—signature page follows]

In Witness Whereof the parties executed this Trade Contract Agreement as of the day and year first above written.

County of Lucas, Ohio as Owner
By: The Lathrop Company, Inc. as Agent

In the Presence of: (Witness)

X_____ By:_____
Title:
Name:

_____Contractor

In the Presence of: (Witness)

X_____ By:_____

The authority of The Lathrop Company, Inc. to act as agent for, and its entry into the foregoing contract on behalf of, the undersigned Owner is hereby confirmed and ratified below.

APPROVAL AS TO FORM:

Julia Bates, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS

By: _____
Asst. Prosecuting Attorney

_____
Pete Gerken, President

_____
Date

_____
Tina Skeldon Wozniak, Member

_____
Ben Konop, Member

Resolution Number: _____

CONTRACTOR:

Please report your Social Security Number and/or Employer Identification Number in the place provided:
Soc. Sec. No.:
Emp. I.D. No.:
Name:
Address:
Phone Number:
By:
Title:

EXHIBIT A

The term "Contract Documents" includes this Trade Contractor Agreement together with all attachments and all documents set forth below, as well as any documents identified as "Contract Documents" in any of the following:

A. Plans, Specifications and Addenda for the Lucas County Multi-Purpose Arena for Bid Package – _____ Request for Proposal prepared by ProVideo, Inc. and HNTB Ohio Architecture, Inc.

B. General Conditions of the Contract for Construction, Special Conditions and Supplementary Conditions

C. Bid and Proposal submitted by _____ in response to the Drawings and Specifications for Request for Proposal as previously mentioned.

D. "Best Bid" Criteria Form

E. Notice of Award

F. Bid Guaranty Bond (Ohio Revised Code 153.571)

G. Performance Bond (to be used only if Bid Guaranty and Contract Bond are not used.)

H. Non-Collusion Affidavit

I. Delinquent Personal Property Tax Statement

J. Wage Determination, Lucas County and Prevailing Wage Instructions.

K. Certificate of Drug-Free Workplace Compliance

L. Notice of Commencement / Notice to Proceed

M. Construction Contract Exemption Certificate

N. Escrow Agreement for Retainage or letter to decline escrow account.

O. Conflict of Interest – here attached

CONFLICT OF INTEREST STATEMENT

Interest of Local Public Officials

No member of the governing body of the locality and no other officer, employee, agent or public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Contractor shall take appropriate steps to assure compliance.

Interest of Contractor and Employees

The Contractor covenants that he presently *has* no interest and shall not acquire interest, direct or indirect, in the study areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Records and Audits

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records *as* may be deemed necessary by the City/County to assure proper accounting for all project funds. These records will be made available for audit purposes to the City/County or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City/County.

Federal or State Officials Not to Benefit

No members of or delegate to the Congress of the United States of America, and no resident U.S. Commissioner, nor any officer or employee of the State of Ohio subject to Ohio Ethics Law (ORC. Sec. 102.03 (a) will be admitted to any share or part hereof or to any benefit to arise herefrom.

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 480
Toledo OH 43604-2259

Item for bid _____

Invitation to Bid No. or Request for Proposal No. _____

Date of Bid Opening _____

Bid Opening Time _____

Vendor Name _____

JOB NAME: NEW LUCAS COUNTY MULTI-PURPOSE ARENA
JOB LOCATION: TOLEDO, OHIO
LATHROP JOB NO.: 07020
DATE: 5/22/2007
REVISION NO. 1 DATED JUNE 6, 2007

SCOPE OF WORK/MANDATORY ALTERNATES 00220

BID PACKAGE NO. 1
DEMOLITION & ABATEMENT

BID DUE DATE: JUNE 12, 2007 @ 11AM EST
MANDATORY PRE-BID/WALK-THRU CONFERENCE DATE: JUNE 5, 2007 @ 9AM EST

1. Scope of Work:

The scope of work includes, but is not necessarily limited to the following:

General Scope Items:

1.1

a. Toledo Sports Arena and Exhibit Hall located at 1 Main Street, Toledo, Ohio 43605.

b. Buildings located on the New Lucas County Arena Site located at 502 Jefferson St. (Subway), 209 N. Superior St. (Club Bijou), 217 N. Superior St. (The Pub), 219 N. Superior St. (The Golden Lily), 218 N. Huron St. (Vacant), 220 N. Huron St. (Vacant) and 228 N. Huron St. (Libbey Glass)

1.2 The Contractor shall diligently prosecute the work and shall expedite and give preferential treatment and priority to those areas or work, as determined necessary to expedite the entire project in the best interest of the Owner; all in accordance with the general outline and sequence as described in these specifications, and as required to coordinate with other (sub)contractor(s) and trades, to effect completion of the work and/or parts of the work on or before the calendar dates specified and/or agreed.

1.3 All Contractors are required to wear OSHA Compliant shoes at all times.

1.4 All Contractors are required to wear hard hats and safety glasses with side shields at all times.

1.5 Contractors are required to provide their own temporary facilities. (ie.: Port-a-Johns, Dumpsters, change trailers, etc.)

1.6 The Lathrop Company will require the following safety items prior to commencement of work on-site.

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a. All work will be completed in complete conformance with all applicable OSHA standards.

b. The Lathrop Company must be provided with the name of your on-site responsible safety person. Provide verification of training (minimum required OSHA 30 hour).

c. Hazardous communications program/MSDS submitted to The Lathrop Company prior to commencement of work.

d. Written company site specific safety program must be submitted to The Lathrop Company prior to starting work on site. This Contractor will be required to comply will all applicable Lathrop safety standards.

e. Job Hazard Analysis (JHA) must be provided to Lathrop prior to commencement of each task this contractor 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 and provided to The Lathrop Company.

f. Safety tool box talks shall be conducted and turned in weekly to The Lathrop Company.

g. All cranes and operators must have all appropriate certifications, inspections, etc. as required.

h. Fall protection as required to provide conformance with project wide **six (6) foot** fall protection requirements.

i. Documentation of all training required by OSHA shall be available at all times for verification by The Lathrop Company.

1.7 Shop drawings, product data samples, and all other required submittals as per the project specifications are required.

1.8 Compliance with requirements of governing codes, ordinances and agencies is a project requirement.

1.9 Temporary wall, floor or roof openings required by any contractor and the temporary protection, temporary weather proofing or required safety provisions for such openings are the responsibility of the contractor requiring the openings except as specifically noted herein.

1.10 Access to the New Lucas County Multi-Purpose Arena site will be limited. The Contractor will be required to coordinate all activities with The Lathrop Project Superintendent.

1.11 Lay down is also limited and coordination with The Lathrop Project Superintendent is a requirement.

1.12 Onsite construction parking at the New Lucas County Multi-Purpose Arena site shall be limited. The Contractor shall coordinate with The Lathrop Company Superintendent for space available.

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1.13 The bidders have been issued all specifications and drawings listed in the project bid documents, and bidders are required to review these documents in their entirety. Bidders are responsible for all work normally associated with their work even if indicated in other specification divisions or indicated on drawings in the bid package.

1.14 When field welding or burning is required, the Contractor performing the welding or burning shall be required to furnish fire blankets and provide a fire watch during all work performed.

1.15 All premium time required to meet the project schedule is included in this scope of work.

1.16 The Contractor is responsible to obtain and schedule all trade permits/inspections. Including all fees as required by the governing agencies.

1.17 Site visits are to be scheduled with The Lathrop Company Project Superintendent. The Project Superintendent is:

Joe Zunk
Mobile/Cell phone: 419-467-4157

1.18 All power and utility feeds to the buildings will be disconnected and made safe by the Owner prior to demolition. Verification of disconnected service shall be the responsibility of this contractor. Coordination with The Lathrop Project Superintendent for timing of so as not to impact the project schedule or add cost to the project is a requirement.

1.19 The Contractor shall furnish all shoring, bracing and patching necessary or required for proper support and safety of all walls, including party walls and adjoining walls.

1.20 The Contractor shall properly light and maintain all areas occupied by materials, equipment, rubbish and debris used in or resulting from the Work so as not to present any hazard to the public.

1.21 The Contractor shall carefully cut off, cap and leave in safe condition all water, sewer, drainage, gas, electrical, steam and other connections and shall notify all proper parties with respect thereto. Such connections shall be cut off and capped just outside the walls of the demolished buildings and structures and in strict accordance with the rules, regulations and requirements of the various departments and utilities having jurisdiction.

1.22 The Contractor shall adequately dampen all such waste materials, rubbish and debris so as to minimize dust as much as possible.

1.23 The Contractor shall be responsible for and repair and make good, at its own expense, all damage to streets, sidewalks, 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.

1.24 This Contractor must perform the demolition work in a systematic manner using methods that will complete the work in a safe manner and in accordance with regulatory standards and contract documents. Contractor shall submit a schedule which outlines major project activity durations and total project duration in both work and

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calendar days.

1.25 Street Obstructions: All streets, sidewalks, alleys or passageways outside of the site fence are to be kept clear and open to traffic and pedestrians at all times. When it is necessary to restrict traffic or close a street or sidewalk due to demolition activity, this Contractor shall:

a. Notify Lathrop of such requirements one (1) week in advance.
b. Notify the appropriate authorities including the Department of Public Works and the Police Department 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.

2. <u>Demolition:</u>

2.1 The intent of this Scope of Work is for the complete removal of all building structures:

- ***All structures located at the Toledo Sports Arena and Exhibit Hall (excluding Brenner Marina) site will be completely removed to two (2) feet below existing grade including all slabs-on-grade, foundations, foundation walls.***

- ***For the buildings located at the New Lucas County Multi-Purpose Arena site, these building shall be completely removed to existing grade with any basement slabs-on-grade or pits broken up to be later removed as part of an excavation package. The perimeter foundation/basement walls shall remain in place with all demolition debris removed from the basements.***

2.2 This Contractor shall demolish and remove from the site all buildings and structures within the Contract Limit lines. Perimeter foundation/basement walls located at the Lucas County Multi-Purpose Arena site shall be left in place and will be removed later by the Excavation Contractor; the basement slab shall be broken into pieces no larger than 2 feet by 2 feet by the Demolition Contractor and will be removed later by the Excavation Contractor.

2.2.1 Site Specific Items:

<u>Toledo Sports Arena:</u> Contractor shall completely demo and legally dispose of from site the four (4) parking lot attendant booths and Toledo Sports Arena sign at main entrance.

** ***<u>New Lucas County Multi-Purpose Arena:</u> Contractor shall completely demo and legally dispose of from the site the guardrail and posts at the east end of the site adjacent to the Port Lawrence parking garage, guard/entry posts at the various parking lot entrances, brick pilasters and fence along the Madison Ave. sidewalk, all blue guard posts along Frogtown Alley, and the concrete piers and pipe Frogtown Alley entry structure off Jefferson Ave. A portion along the alley protecting an electrical panel shall be left in place. A portion of the guardrail shall be re-installed along the west and south sides of the existing Roulet Building (413 Madison Ave.). The 3' high (+/-) concrete wall along Jefferson Ave. from Superior St. to the alley adjacent to the Port Lawrence parking garage shall be demoed and crushed concrete materials left onsite.***

Deleted: *approximately 75' of concrete wall along the Sky Bank parking lot, this area will also have to be patched back with concrete to allow for vehicle traffic across Frogtown Alley,*

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See attached photos of above referenced items.

2.3 This Contractor shall be responsible for erecting a perimeter chain link fence/gates, required to secure the Toledo Sports Arena site, during the demolition. This site fence shall be a minimum of 6 feet high with post cored into the existing asphalt on an 10 foot center to center spacing. This fence shall be spaced 50-100 feet away from the perimeter of the Toledo Sports Arena. The site perimeter fence at the New Lucas County Multi-Purpose Arena site shall be the responsibility of The Lathrop Company. However, this Contractor shall provide a 4 foot high snow fence (bright orange material), with steel posts at an 8 foot center to center spacing, around the perimeter of all open basements once completed with debris removal. Protection of the premises during demolition is the responsibility of the contractor, including a watchman if required.

2.4 This Contractor shall leave the areas in a safe and clean condition; free of all rubbish, debris, materials and equipment.

2.5 This Contractor must be equipped with at least one (1) multi-purpose dry chemical extinguisher rated 2A-20BC minimum at each location where welding or burning operations are in progress.

2.6 Demolition of all sidewalks, curbs, (directly around the Toledo Sports Arena site) and curb footings within the fence lines are included in the Work. Demolition of same at the Lucas County Multi-Purpose Arena site shall be removed later by the Excavation Contractor.

2.7 This Contractor shall be responsible for the complete removal of all mechanical, electrical, plumbing and fire protection systems remaining above sub-grade or within perimeter foundation walls. This includes recovery of all refrigerants such as Freon and ammonia from the facilities to be demolished. This Contractor shall remove, package, and dispose of the mercury containing light bulbs and PCB containing light ballasts from all facilities to be demolished. **NOTE: The electrical transformers located at the Toledo Sports Arena site are Owned by Toledo Edison and will be removed by Toledo Edison.**

2.8 All Owner salvage will be completed prior to notification of start of work. Upon release of areas for demolition, all salvage becomes the property of this Contractor. NO ON-SITE SALES of salvageable items will be permitted. Furthermore, no salvage contractors will be permitted on site.

2.9 This Contractor will be required to provide all necessary certification papers for removal off-site of all building demolition materials including, but not limited to:

a. The name, address and phone number of landfills receiving demolition debris (i.e., concrete, roofing, miscellaneous building materials).

b. Any change in landfills/salvage yards require (72) hours notification to Lathrop/Owner, along with all necessary documents.

2.10 Unless otherwise specified, no structure shall be removed from premises as a whole, or in a substantially whole condition, but all structures shall be demolished on the premises.

2.11 This Contractor will be required to submit to Lathrop a plan for the disposition of demolition debris including signed evidence of proper disposal. Contractor shall provide affidavits indicating proper disposal of all lead coated material through domestic, governmentally approved sources.

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** ***2.12 Contractor shall provide Pollution Control Insurance policy of $5 MM.***

Deleted: *10M*

2.13 This Contractor shall make necessary provisions (e.g., tire scrub, stone mat, sweeping (wet vacuum), etc.) to control dirt/debris/mud from leaving the project area via truck tires onto all site access ways. This Contractor shall provide all labor, material and **on-site** equipment to perform daily (or as necessary) street cleaning of all streets on or adjacent to the site. The above must include street sweeps, water spray trucks, flagmen, etc., to maintain a safe and clean operation at all times. All adjacent streets need to be kept clean of demolition debris even if Contractor does not use them. If adjacent streets become dirty by other non-construction traffic due to "tracking" of demolition debris related to demolition operation, it is this Contractor's responsibility to maintain and clean roadway to level acceptable to Lathrop and the Owner.

2.14 Since utilities will be terminated prior to demolition, all temporary utilities and facilities required for the access and performance of the demolition crews will be by this Contractor, including temporary toilets, temporary power and lights and temporary water, inclusive of line(s) needed for tire wash area, including fire protection. Water required for wetting of structures at the Toledo Sports Arena may be pumped out of the Maumee River by the Demolition Contractor.

2.15 Contractor shall be responsible to obtain electrical power, if required, for its own requirements from power poles at street or other appropriate location at its own expense.

2.16 This Contractor shall provide all dust control measures necessary to ensure that areas beyond the site boundaries are not affected by dust generated by demolition activities. This shall include wetting of structure as deemed necessary.

2.17 This Contractor shall provide pre-demolition survey of all surrounding buildings, structures, etc by either pictures or video to ensure that nothing was altered during the demolition portion of the work. This shall be turned over to the Construction Manager prior to beginning demolition.

2.18 The Work shall include protection of all existing trees, plantings, and shrubs deemed to require same. All trees, shrubs, and plantings with drip lines within twenty five (25) feet of any structure or ten (10) feet of any roadway to be demolished may be removed by this Contractor. Holes resulting from removal are to be properly filled and compacted.

2.19 All demolition areas within the building footprint are to be graded and sloped to ensure that all grade remaining is stable, safe, drains properly and is in compliance with all soil erosion control procedures.

2.20 All areas disturbed outside of the building footprints are to be graded to the required elevation to ensure that all grades remaining is stable, safe, drains properly, drains away from any adjacent structure or property and is in compliance with the required soil erosion control procedures.

2.21 Project work hours shall be subject to local requirements and ordinance. Work shall not be performed unless a Lathrop representative is on site.

2.22 Onsite crushing of concrete/masonry materials shall be crushed to a maximum of two (2) inch diameter pieces. All permits required for on-site crushing shall be included.

PREVIOUSLY AWARDED SOW

2.23 Condition of Structures: The Owner assumes no responsibility for the actual condition of the structures to be abated and demolished. Conditions existing at the time of inspection for bidding purposes will be maintained by others. Contractor acknowledges that site shall be turned over "as is".

2.24 Any use of explosives shall be strictly prohibited.

2.25 Any site dewatering required for the performance of demolition shall be provided by this Contractor.

2.26 The Project Site must remain accessible to all Emergency Response Units at all times.

2.27 All demolition materials and debris must be secured while on site to prevent wind from carrying it away.

2.28 Protection:

a. This Contractor is to comply with all applicable codes and industry standards for the protection of vehicles, pedestrians, and adjacent structures.

b. The structural integrity of adjacent facilities and streets is not to be compromised by demolition operations. Any temporary protection required for the safe performance of the Scope of Work, and safety of adjacent facilities, shall be by this Contractor. Any damages to adjacent facilities resulting from this Contractor's operations shall be promptly repaired to pre-demolition condition at this Contractor's expense. Documentation of pre-demolition conditions shall be the responsibility of this Contractor.

c. Upon completion of the demolition, this Contractor shall remove all associated materials and temporary protection, except those barriers surrounding hazards.

2.29 This Contractor shall provide field supervisors and foreman who have a minimum of ten (10) years experience in the demolition of major structures and a complete working knowledge of the applicable laws, regulations and industry standards. At time of bid, this Contractor shall provide name and resume of person proposed.

2.30 This Contractor must comply with governing EPA notification regulations before starting the work.

2.31 Pre-Demolition Conference: A Pre-Demolition Conference must be conducted with the Construction Manager prior to beginning work. In this meeting, this Contractor's Detailed Work Plan will be discussed with regard to means and methods of proposed demolition.

2.32 Detailed Work Plan: A Detailed Work Plan must be submitted with your bid outlining means, methods, time, etc., proposed to perform the work.

2.33 Reports: When undocumented and reasonably undetected conditions are encountered, and they are in conflict with the progress of the work, a report must be provided (as detailed as possible) by this Contractor describing the extent and nature of the condition and suggested alternatives to correct.

2.34 Prior to the start of work, the Contractor shall comply with local, state, or federal procedures for notification of public utilities prior to excavation, drilling and demolition.

PREVIOUSLY AWARDED SOW

2.35 All existing manholes and inlets that are to remain are to be protected from damage throughout demolition activities, via hay bales, filter fabrics, etc.

2.36 Prior to permitting employees to start demolition operations, an engineering survey shall be made, by a competent person, of the structure to determine the condition of the framing, floors and walls and possibly, of unplanned collapse of any portion of the structure. This Contractor shall provide written evidence that such a survey has been performed to the Construction Manager.

2.37 This demolition Contractor for the New Lucas County Multi-Purpose Arena site shall include an allowance of $20,000 for miscellaneous items encountered during demolition. This allowance shall ONLY be used at the sole direction of the Construction Manager.

** ***2.38 The demolition Contractor shall assume that all "Tenant Debris" not secured to the wall or floor will be removed prior to demolition.***

3. <u>Abatement:</u>

3.1 This Contractor shall be insured and licensed in abatement work, said insurance and experience shall be provided with your bid.

** 3.2 The intent of this scope is to remove **ALL** known environmental issues existing at the Toledo Sports Arena and the New Lucas County Multi-Purpose Arena site as identified in the Phase I and/or Phase II reports, including but not limited to, all known asbestos and any other miscellaneous universal waste from the buildings to begin demolition. **NOTE: All Phase I and/or Phase II reports are available for viewing at The Lathrop Company's *Project Office located at SeaGate Convention Centre 401 Jefferson Ave, Suite 212, Toledo, Ohio 43604.***

Deleted: Main Office at 460 W. Dussel Drive, Maumee, OH 43537

3.3 This Contractor shall abate the non friable floor tile, ceiling tile, friable boiler, and tank insulation, etc. located at the Toledo Sports Arena and similar material that were found at the New Lucas County Multi-Purpose Arena site.

3.4 This scope of work **<u>DOES NOT INCLUDE</u>** the removal and/or disposal of one 10,000 gallon underground storage tank located at the Toledo Sports Arena site. Bidders are not to include this in their quotation.

** ***3.5 The abatement contractor(s) shall include a NESHAP compliant asbestos survey for the buildings by an Ohio Department of Health "Asbestos Hazard Evaluation Specialist".***

4. <u>Alternates Instructions</u>

4.1 Bidders shall submit Alternates with the Bid Proposal stating the difference in price from the Lump Sum "Base Bid" for adding, substituting, omitting or changing the following materials, construction or conditions of the Contract from that shown on the Drawings and/or specified in the General Documents.

4.2 The difference in price shall include all omissions and adjustments as may be necessary, because of each change, substitution or omission.

4.3 Price for alternates shall be submitted on Form of Proposal, Section 00400.

PREVIOUSLY AWARDED SOW

4.4 Voluntary Alternates are NOT ALLOWED.

5. Alternates Descriptions

Alternate No. 1 – Provide a deduct price if the Toledo Sports Arena is left **AT GRADE** and **NOT** 2 feet below existing grade. All slabs-on-grade, sidewalks, foundations would be left in there existing AS IS condition and not crushed and removed.

6. Hours of Work

6.1 Starting times shall be based on local time in effect.

6.2 The terms of any collective bargaining agreement to the contrary notwithstanding, all trades shall observe the starting times established by the Contractor.

A. The Contractor reserves the right to advance or delay scheduled changes in starting time to respond to changes in the effective date of Daylight Saving Time and Standard Time.

6.3 Work will be based on a straight time forty (40) hour week with the exception of when premium time is necessary to complete certain items of work.

6.4 If the Contractor is directed by the Contractor to perform certain portions of other items of work on a premium time basis, the Contractor's charges for such work shall be based on the actual premium wages paid for such overtime, over and above cost of straight time wages, plus payroll charges applicable thereto, plus the cost of direct additional expenses relating to the overtime work. No allowance shall be added for Contractor profit and overhead.

6.5 It is further understood and agreed, however, that overtime work made necessary by Contractor's failure to meet or anticipate dates previously agreed upon in the Contract or Construction Schedules, shall be at the sole cost and expense of the Contractor.

***** PLEASE NOTE THAT THE MANDATORY PRE-BID/WALK-THRU WILL BEGIN AT 9:00 AM ON JUNE 5, 2007 AT SEAGATE CONVENTION CENTRE, LOCATION OF THE ROOM WILL BE POSTED INSIDE THE SEAGATE CENTRE THE DAY OF THE MEETING.*****

PREVIOUSLY AWARDED SOW

JOB NAME: LUCAS COUNTY MULTI-PURPOSE ARENA
JOB LOCATION: TOLEDO, OHIO
LATHROP JOB NO.: 13822P0
DATE: AUGUST 28, 2007

SCOPE OF WORK/MANDATORY ALTERNATES 00220

BID PACKAGE NO. 2
EXCAVATION PACKAGE

BID DUE DATE: SEPTEMBER 20, 2007 @ 2:00 PM EST
MANDATORY PRE-BID CONFERENCE DATE: SEPTEMBER 12, 2007 @ 9:00 AM EST

PREVIOUSLY AWARDED SOW

1. 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 Multi-Purpose Arena Bid Package #02 –Excavation.***

1.1 Trade permits and or licenses required to perform this class of work at this location, complete with inspections and associated fees.

1.2 Construction materials testing shall be provided and paid for by others. Coordination with the Geotechnical Engineer is a requirement of this Contract.

1.3 Building permit shall be provided and paid for by others.

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.

1.5 Hardhats and safety glasses must be worn at all times by all personnel while on the construction site. Delivery drivers shall also be required to have on the required PPE prior to entering the site. In the area of soil borings 13 and 14 there is a potential exposure of lead, employers shall instruct their employees to follow good hygiene (e.g., wash hands before eating or smoking and wearing gloves in they come into contact with soil), steps should be taken to avoid creating dust, if dust creation is not avoidable, workers should be required to wear the proper respirator protection, per Mannik Smith report dated June 2007. All employees shall be required to wear highly visible/reflective vest while working onsite.

1.6 The Construction Manager will require the following safety items prior to commencement of work on-site.

a. All work shall be completed in complete conformance with all applicable OSHA, and all other governmental and municipalities standards.

b. The Construction Manager must be provided with the name of your on-site responsible safety person. Provide verification of training (minimum required OSHA 30 hour).

c. Hazardous communications program/MSDS submitted to the Construction Manager prior to commencement of work.

d. Written company site specific safety program must be submitted to the Construction Manager prior to starting work on site. This Contractor will be required to comply with all applicable Project specific safety standards as attached within the Lucas County Multi-Purpose Arena Bid Package #02 –Excavation.

e. Job Hazard Analysis (JHA) must be provided to the Construction Manager prior to commencement of each task this contractor 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 and provided to the Construction Manager.

f. Safety tool box talks shall be conducted and turned in weekly.

g. All cranes and operators must have all appropriate certifications, inspections, etc. as required.

h. Fall protection as required to provide conformance with project wide six (6) foot fall protection requirements.

i. Documentation of all training required by OSHA shall be available at all times for verification by the Construction Manager.

1.7 Shop drawings, product data samples, and all other required submittals as per the project specifications are required.

1.8 Compliance with requirements of governing codes, ordinances and agencies is a project requirement.

1.9 All personnel shall attend an approximately 30-minute orientation before beginning work on site.

1.10 Notification of public agencies as required for testing and inspections.

1.11 The cost of materials incorporated in the construction is exempt from State of Ohio sales tax.

1.12 Compliance with the insurance requirements as stipulated.

1.13 The importance of a site visit during the bid is emphasized in order to become familiar with the existing conditions and their affect on the performance of the work of this contract. No allowances shall be made for any conditions which could have been determined by a site visit.

Site visits are to be scheduled with the Construction Manager's Project Superintendent. The Project Superintendent is:

Joe Zunk – Project Superintendent
Office Phone: 419-321-5044
Mobile/Cell phone: 419-467-4157

1.14 Coordinate new work with existing utilities and the work of other trades in the area of construction.

1.15 Engineering, layout and control work as required to complete the respective work items. The Construction Manager prior to the work of this contract will establish benchmarks and control lines.

1.16 This Contractor shall make the necessary provisions (e.g., tire scrub, stone mat, sweeping (wet vacuum), etc.) to control dirt/debris/mud from leaving the project area via truck tires onto all site access ways. This Contractor shall provide all labor, material and **on-site** equipment to perform daily (or as necessary) street cleaning of all streets on or adjacent to the site. The above must include street sweeps, water spray trucks, flagmen, etc., to maintain a safe and clean operation at all times. If adjacent streets become dirty by other non-construction

PREVIOUSLY AWARDED SOW

traffic due to "tracking" of demolition debris related to your operations, it is this Contractor's responsibility to maintain and clean roadway to level acceptable to the Construction Manager and the Owner.

1.17 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.

1.18 Street Obstructions: All streets, sidewalks, alleys 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 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 including the Department of Transportation and the Police Department 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.

1.19 Portable toilet facilities shall be provided and paid for by the Contractor.

1.20 Any access to work areas for individual contractors beyond the access roads as defined shall be the responsibility of the individual contractors.

1.21 Temporary power will not be available while this contractor is onsite. When temporary power becomes available, the contractors are responsible for the cost of hook up to their own trailer. Trailers shall not be permitted to have electric heat.

1.22 Because the site is so limited in the availability of field offices, storage and lay-down, contractors will be permitted one 8'x 30' trailer on site in areas and at times as directed by the Construction Manager.

1.23 Parking is not available on-site, and is the responsibility of each contractor and their employees to locate parking, include the cost of same in quotation.

1.24 This contractor shall provide concrete jersey barrier protection around the perimeter of the Toledo Edison underground transformer vault located at the intersection of approximately Frogtown Alley (Vacated) and Jefferson Avenue. In addition, this contractor shall provide jersey barrier protection along the Northerly property line of 228 N. Huron St. along the Sky Bank parking lot.

1.25 Extra caution is to be taken when working next to the Sky Bank parking lot and entryway. This parking lot shall be maintained and kept open during business hours. The construction fence must be maintained around this area at all times.

***** The apparent low bidder(s) shall be prepared to make a post bid presentation to the Construction Manager and other members of the Project Team. The presentation should include key project staff (i.e. Project Manager, Project Superintendent) and shall discuss the bidders project approach, estimate, schedule, etc. Presentations will be scheduled for the week following the receipt of bids. *****

PREVIOUSLY AWARDED SOW

2. SCOPE OF WORK - INCLUSIONS:

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 Lucas County Multi-Purpose Arena Contract Documents.

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

1. Division 00 Bidding and Contract Requirements
2. Division 01 General Requirements
3. Division 02 Site Construction
4. Division 31 Earthwork

The following items are excerpted 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:

2.1 Furnish, install, maintain, and remove all erosion and sedimentation control systems necessary to maintain the entire site. Positive drainage shall be maintained at all times.

2.2 Bidders shall anticipate encountering existing basement walls, footings, foundations, etc…during the excavation. It is understood that any obstruction that can be removed by the equipment used for the excavation operation but not less than a 325 backhoe is to be included into the scope of work.

2.3 Remove all existing structures as indicated on the drawings, including but not limited to, existing basement walls and foundations, sidewalks and curbs, the remainder of Superior Street including all subsurface materials, and legally dispose of this material off-site.

The existing basement slabs will be broken up by the Demolition Contractor. It will be this contractor's responsibility to remove the existing broken slabs. The existing basement wall along Huron St. and the Sky Bank parking lot may be left in place to minimize the temporary shoring that may be required to protect these adjacent properties/streets.

2.4 All clearing and grubbing and proper disposal there of, if required. Remove, palletize existing tree grates and turn over to the Construction Manager for re-use.

2.5 Haul all excavated material off site and legally dispose there of.

Potential Haul/Disposal Sites Locations:

Contact:	City of Toledo – Steve Day	Contact:	Toledo Area Metroparks – Jim Speck
Phone:	419-936-2893	Phone:	419-270-7513
Location:	Promenade Park	Location:	Beneath High-Level Bridge

2.6 Stockpiling of any excavated material on site shall **ONLY** be permitted with approval by the Construction Manager and the proper erosion control measure are taken.

2.7 Provide all site cuts and fills as indicated on the drawings and specification, as well as the additional information provided within the Soil Exploration report prepared by Bowser Morner dated August 14, 2007.

2.8 Earthwork shall be completed to plan elevations and sub-grades to +/- one tenth (.10) of a foot on average and shall be verified by a plot survey prior to final payment. Cost for this survey shall be included in the contractor's bid.

PREVIOUSLY AWARDED SOW

2.9 Furnish, install, maintain, and remove all temporary fencing, and/or barricades necessary to protect all open excavations both existing and new.

2.10 Remove concrete curbs and sidewalks and furnish, install, maintain, and remove the concrete apron approaches as noted on the drawings.

2.11 Perform all necessary dewatering of existing basements and excavations to allow for excavation work to continue. The Excavation contractor shall perform this dewatering until their respective scope of work is complete.

2.12 The Excavation Contractor for shall include an allowance of $75,000 for miscellaneous items as directed by the Construction Manager. This allowance shall ONLY be used at the sole direction of the Construction Manager.

3. SCOPE OF WORK - EXCLUSIONS:

3.1 Previously bid Demolition & Abatement Scope of Work dated June 6, 2007, attached for reference.

4. ALTERNATE INSTRUCTIONS:

4.1 Bidders shall submit Alternates with the Bid Proposal stating the difference in price from the Lump Sum "Base Bid" for adding, substituting, omitting or changing the following materials, construction or conditions of the Contract from that shown on the Drawings and/or specified in the General Documents.

4.2 The difference in price shall include all omissions and adjustments as may be necessary, because of each change, substitution or omission.

4.3 Price for alternates shall be submitted on Form of Proposal, Section 00400.

4.4 Voluntary Alternates are NOT ALLOWED.

5. ALTERNATE DESCRIPTIONS:

None Required at this Time.

PREVIOUSLY AWARDED SOW

6. HOURS OF WORK:

6.1 Starting times shall be based on local time in effect.

6.2 The terms of any collective bargaining agreement to the contrary notwithstanding, all trades shall observe the starting times established by the Contractor.

a. The Contractor reserves the right to advance or delay scheduled changes in starting time to respond to changes in the effective date of Daylight Saving Time and Standard Time.

6.3 Work will be based on a straight time forty (40) hour week with the exception of when premium time is necessary to complete certain items of work.

6.4 If the Contractor is directed by the Construction Manager to perform certain portions of other items of work on a premium time basis, the Contractor's charges for such work shall be based on the actual premium wages paid for such overtime, over and above cost of straight time wages, plus payroll charges applicable thereto, plus the cost

of direct additional expenses relating to the overtime work. No allowance shall be added for Contractor profit and overhead.

6.5 It is further understood and agreed, however, that overtime work made necessary by Contractor's failure to meet or anticipate dates previously agreed upon in the Contract or Construction Schedules, shall be at the sole cost and expense of the Contractor.

***** PLEASE NOTE THAT THE MANDATORY PRE-BID CONFERENCE WILL BEGIN AT 9:00 AM ON SEPTEMBER 12, 2007 AT SEAGATE CONVENTION CENTRE, LOCATION OF THE ROOM WILL BE POSTED INSIDE THE SEAGATE CENTRE THE DAY OF THE MEETING.*****

PREVIOUSLY AWARDED SOW

JOB NAME: LUCAS COUNTY
MULTI-PURPOSE ARENA
JOB LOCATION: TOLEDO, OHIO
LATHROP JOB NO.: 13822P0
DATE: OCTOBER 23, 2007

SCOPE OF WORK/MANDATORY ALTERNATES 00220

BID PACKAGE NO. 3
CAISSON PACKAGE

BID DUE DATE: NOVEMBER 7, 2007 @ 3:00 PM LOCAL TIME
MANDATORY PRE-BID CONFERENCE DATE: OCTOBER 31, 2007 @ 9:00 AM LOCAL TIME

REVISION NO. 1, ISSUED WITH ADDENDUM NO. 1, DATED NOVEMBER 2, 2007

1. 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 Multi-Purpose Arena Bid Package #3 –Caissons.***

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 others. Coordination with the Geotechnical Engineer is a requirement of this Contract.

1.3 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.

1.5 Hardhats and safety glasses must be worn at all times by all personnel while on the construction site. Delivery drivers shall also be required to have on the required PPE prior to entering the site. All employees shall be required to wear highly visible/reflective vest while working onsite. In the area of soil borings 6, 7, 11, 13, and 14 there is a potential exposure of lead, employers shall instruct their employees to follow good hygiene (e.g., wash hands before eating or smoking and wearing gloves in they come into contact with soil), steps should be taken to avoid creating dust, if dust creation is not avoidable, workers should be required to wear the proper respirator protection, per Mannik Smith report dated June 2007.

- Lead Standard – This contractor shall submit the following documents upon award:
  - When performing soil disturbing activities, such as excavation or drilling, involving lead contaminated soil; contractor shall describe the means and methods that will be used to comply with OSHA's Lead standard (29 CFR 1926.62).

PREVIOUSLY AWARDED SOW

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1.6 The Construction Manager will minimally require the following safety items prior to commencement of work on-site.

a. All work shall be completed in complete conformance with all applicable OSHA, and all other governmental and municipalities standards.

b. The Construction Manager must be provided with the name of your on-site responsible safety person. Provide verification of training (minimum required OSHA 30 hour).

c. Hazardous communications program/MSDS submitted to the Construction Manager prior to commencement of work.

d. Written company ***SITE*** specific safety program must be submitted to the Construction Manager prior to starting work on site. This Contractor will be required to comply with all applicable Project specific safety standards as attached within the Lucas County Multi-Purpose Arena Bid Package.

e. Job Hazard Analysis (JHA) must be provided to the Construction Manager prior to commencement of each task this contractor is required to perform to accomplish this scope of work. Daily Job Safety Analysis (JSA) must be performed prior to start of each new shift and provided to the Construction Manager.

f. Safety tool box talks shall be conducted and turned in weekly.

g. All cranes and operators must have appropriate certifications, inspections, etc. as required.

h. Fall protection as required to provide conformance with project wide six (6) foot fall protection requirements.

i. Documentation of all training required by OSHA shall be available at all times for verification by the Construction Manager.

1.7 Shop drawings, product data samples, and all other required submittals as per the project specifications are required.

1.8 Compliance with requirements of governing codes, ordinances and agencies is a project requirement.

1.9 All personnel shall attend an approximately 30-minute orientation before beginning work on site.

1.10 Notification of public agencies as required for testing and inspections.

1.11 The cost of materials incorporated in the construction is exempt from State of Ohio sales tax.

1.12 Compliance with the insurance requirements as stipulated within the General Conditions of the Contract for Construction.

1.13 The importance of a site visit during the bid is emphasized in order to become familiar with the existing conditions and their affect on the performance of the work of this contract. No allowances shall be made for any conditions which could have been determined by a site visit.

Site visits are to be scheduled with the Construction Manager's Project Superintendent:

Joe Zunk – Project Superintendent
Office Phone: 419-321-5044
Mobile/Cell phone: 419-467-4157

PREVIOUSLY AWARDED SOW

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1.14 Coordinate new work with existing utilities and the work of other trades in the area of construction.

1.15 Engineering, layout and control work as required to complete the respective work items. The Construction Manager prior to the work of this contract will establish benchmarks and control lines. The caisson contractor will be provided a drawing indicating coordinate center-points of each caisson. It shall be the responsibility of the caisson contractor at the completion of the work to provide the Construction Manager a certified AutoCad file, by a State of Ohio Registered Surveyor, indicating the as-built locations and elevations of each caisson as well as the as-built location/orientation of the dowel cages for the cast-in-place concrete columns.

1.16 This Contractor shall make the necessary provisions (e.g., tire scrub, stone mat, sweeping (wet vacuum), etc.) to control dirt/debris/mud from leaving the project area via truck tires onto all site access ways. This Contractor shall provide all labor, material and **on-site** equipment to perform daily (or as necessary) street cleaning of all streets on or adjacent to the site. The above must include street sweeps, water spray trucks, flagmen, etc., to maintain a safe and clean operation at all times. If adjacent streets become dirty by other non-construction traffic due to "tracking" of debris related to your operations, it is this Contractor's responsibility to maintain and clean roadway to level acceptable to the Construction Manager and the Owner.

The caisson contractor shall verify and sign off that the building pad was constructed per the design documents and restore the building pad to the grade and quality received at the beginning of work. The caisson contractor shall provide a certified drawing indicating it has been restored back to the condition received (+/- one tenth of a foot).

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1.17 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.

1.18 Street Obstructions: All streets, sidewalks, alleys 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 including the Department of Transportation and the Police Department 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.

1.19 Portable toilet facilities shall be provided and paid for by this Contractor.

1.20 Any access to work areas for individual contractors beyond the access roads as defined shall be the responsibility of the individual contractors.

1.21 Temporary power will not be available while this contractor is onsite. When temporary power becomes available, the contractors are responsible for the cost of hook up to their own trailer. Trailers shall not be permitted to have electric heat.

1.22 Because the site is so limited in the availability of field offices, storage and lay-down, contractors will be permitted one 8'x 30' trailer on site in areas and at times as directed by the Construction Manager.

1.23 Parking is not available on-site, and is the responsibility of each contractor and their employees to locate parking, include the cost of same in quotation.

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PREVIOUSLY AWARDED SOW

1.24 Extra caution is to be taken when working next to the Huntington Bank parking lot and entryway. This parking lot shall be maintained and kept open during business hours. The construction fence must be maintained around this and all other areas at all times.

***** The apparent low bidder(s) shall be prepared to make a post bid presentation to the Construction Manager and other members of the Project Team. The presentation should include key project staff (i.e. Project Manager, Project Superintendent) and shall discuss the bidder's project approach, estimate, schedule, etc. Presentations are scheduled for November 9, 2007 @ 9:00 AM within the Construction Manager's SeaGate Convention Centre office. *****

2. SCOPE OF WORK - INCLUSIONS:

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 Lucas County Multi-Purpose Arena Contract Documents.

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

1. Division 00 Bidding and Contract Requirements
2. Division 01 General Requirements
3. Division 02 Site Construction
4. Division 03 Concrete
4. Division 31 Earthwork

The following items are excerpted 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:

2.1 Installation of the caissons will be at the building pad sub-grade elevations as indicated in the bid package documents.

2.2 Excavate shafts for caissons. This contractor will include all temporary protection, barricades, temporary shaft protection (i.e. casings, if required), de-watering, concrete slurry mix, etc. as necessary to install the caissons for this project. Note that all caissons with a cut-off elevation less than the building subgrade elevation shall be backfilled with #57 stone.

2.3 Furnish and install all caisson concrete and reinforcing, including cages, spacers, and dowels as shown and noted on the design drawings and specifications. Included as part of this work are the cast-in-place column dowels and protection of same until such time as the CIP concrete contractor places columns. Any temporary supports required to properly place reinforcing cages or dowels are the responsibility of this contractor.

2.4 Legally remove and dispose off site all spoils resulting from caisson excavations. The caisson contractor shall attempt to capture the 10-12' of 304 stone sub-base at the top of each caisson separately from the remaining caisson spoils.

2.5 All winter conditions (i.e. cold weather concrete, blankets, etc.) are the responsibility of the caisson contractor.

2.6 The actual caisson length may vary to coincide with the elevation where satisfactory bearing is encountered as determined by the construction testing agency. Contract adjustment will be made on the net variation of total quantities based on the design dimensions shown on the drawings.

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2.7 Include in the base bid an allowance of $20,000 for adjustment in bearing elevation and obstructions to be directed by the Construction Manager on a time and material basis.

2.8. In addition to the above allowance the caisson contractor shall include a bid package allowance of $30,000 to be used as directed and approved by the Construction Manager.

2.9 There will be no additional compensation for excavation, concrete fill, reinforcing, casings, or other cost due to over-excavation of shafts in any dimension not authorized by The Lathrop Company.

2.10 The caisson contractor will be responsible for the first 15 minutes in trying to remove an obstruction, if the obstruction can be removed then there is no additional costs. If the obstruction cannot be removed then the Construction Manager shall be notified and all additional time shall be verified by the Construction Manager and Testing Agency. Note, obstructions that can be removed with a minimum machine capacity of 150,000 ft/lbs. of torque shall not be considered additional work unless as indicated above.

2.11 It shall be anticipated that the caisson contractor will drilling through a minimum of 5 feet of ODOT 304 stone and may encounter up to an average of 12 feet, with the bottom 18 inches possibly being ODOT 1's and 2's, as indicated within the Bowser Morner Geotechnical report included within this bid package. This will vary across the site based on the existing soil conditions encountered during excavation.

3. SCOPE OF WORK - EXCLUSIONS:

3.1 Previously awarded Bid Package's No. 1 & 2 Scopes of Work dated June 6, 2007 and August 28, 2007 respectively, attached for reference.

4. ALTERNATE INSTRUCTIONS:

4.1 Bidders shall submit Alternates with the Bid Proposal stating the difference in price from the Lump Sum "Base Bid" for adding, substituting, omitting or changing the following materials, construction or conditions of the Contract from that shown on the Drawings and/or specified in the General Documents.

4.2 The difference in price shall include all omissions and adjustments as may be necessary, because of each change, substitution or omission.

4.3 Price for alternates shall be submitted on Form of Proposal, Section 00400.

4.4 Voluntary Alternates are NOT PERMITTED.

5. ALTERNATE DESCRIPTIONS:

None Required at this Time.

6. HOURS OF WORK:

6.1 Starting times shall be based on local time in effect.

6.2 The terms of any collective bargaining agreement to the contrary notwithstanding, all trades shall observe the starting times established by the Contractor.

a. The Contractor reserves the right to advance or delay scheduled changes in starting time to respond to changes in the effective date of Daylight Saving Time and Standard Time.

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6.3 Work will be based on a straight time forty (40) hour week with the exception of when premium time is necessary to complete certain items of work.

6.4 If the Contractor is directed by the Construction Manager to perform certain portions of other items of work on a premium time basis, the Contractor's charges for such work shall be based on the actual premium wages paid for such overtime, over and above cost of straight time wages, plus payroll charges applicable thereto, plus the cost of direct additional expenses relating to the overtime work. No allowance shall be added for Contractor profit and overhead.

6.5 It is further understood and agreed, however, that overtime work made necessary by Contractor's failure to meet or anticipate dates previously agreed upon in the Contract or Construction Schedules, shall be at the sole cost and expense of the Contractor.

** ***PLEASE NOTE THAT THE MANDATORY PRE-BID CONFERENCE WILL BEGIN AT 9:00 AM ON OCTOBER 31, 2007 AT SEAGATE CONVENTION CENTRE, LOCATION OF THE ROOM WILL BE POSTED INSIDE THE SEAGATE CENTRE THE DAY OF THE MEETING.*** **

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JOB NAME: LUCAS COUNTY
MULTI-PURPOSE ARENA
JOB LOCATION: TOLEDO, OHIO
LATHROP JOB NO.: 1382200
DATE: JANUARY 8, 2008
ADDENDUM NO. 2: January 31, 2008

SCOPE OF WORK/MANDATORY ALTERNATES 00220

BID PACKAGE NO. 4
CAST-IN PLACE CONCRETE, PRECAST, STRUCTURAL STEEL

BID DUE DATE: FEBRUARY 7, 2008 @ 3:00 PM LOCAL TIME
MANDATORY PRE-BID CONFERENCE DATE: JANUARY 17, 2008 @ 9:00 AM LOCAL TIME

1. 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 Multi-Purpose Arena Bid Package #4 – Cast-In-Place Concrete, Precast, Structural Steel.***

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 others.

1.3 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.

1.5 Hardhats and safety glasses must be worn at all times by all personnel while on the construction site. Delivery drivers shall also be required to have on the required PPE prior to entering the site. All employees shall be required to wear highly visible/reflective vest while working onsite.

1.6 The Construction Manager will minimally require the following safety items prior to commencement of work on-site.

a. All work shall be completed in complete conformance with all applicable OSHA, and all other governmental and municipalities standards.

b. The Construction Manager must be provided with the name of your on-site responsible safety person. Provide verification of training (minimum required OSHA 30 hour).

c. Hazardous communications program/MSDS submitted to the Construction Manager prior to commencement of work.

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d. Written company ***SITE*** specific safety program must be submitted to the Construction Manager prior to starting work on site. This Contractor will be required to comply with all applicable Project specific safety standards as attached within the Lucas County Multi-Purpose Arena Bid Package.

e. Job Hazard Analysis (JHA) must be provided to the Construction Manager prior to commencement of each task this contractor is required to perform to accomplish this scope of work. Daily Job Safety Analysis (JSA) must be performed prior to start of each new shift and provided to the Construction Manager.

f. Safety tool box talks shall be conducted and turned in weekly.

g. All cranes and operators must have appropriate certifications, inspections, etc. as required.

h. Fall protection as required to provide conformance with project wide six (6) foot fall protection requirements.

i. Documentation of all training required by OSHA shall be available at all times for verification by the Construction Manager.

1.7 Shop drawings, product data samples, and all other required submittals as per the project specifications are required.

1.8 Compliance with requirements of governing codes, ordinances and agencies is a project requirement.

1.9 All personnel shall attend an approximately 30-minute orientation before beginning work on site at which time they will be required to present a valid drug free card from a third party program administrator.

1.10 Notification of public agencies as required for testing and inspections.

1.11 The cost of materials incorporated in the construction is exempt from State of Ohio sales tax.

1.12 Compliance with the CMa-CIP requirements as stipulated within the General Conditions of the Contract for Construction.

1.13 The importance of a site visit during the bid is emphasized in order to become familiar with the existing conditions and their affect on the performance of the work of this contract. No allowances shall be made for any conditions which could have been determined by a site visit.

Site visits are to be scheduled with the Construction Manager's Project Superintendent:

Joe Zunk – Project Superintendent
Office Phone: 419-321-5028
Mobile/Cell phone: 419-467-4157

1.14 Coordinate new work with existing utilities and the work of other trades in the area of construction.

1.15 Engineering, layout and control work as required to complete the respective work items. The Construction Manager prior to the work of this contract will establish benchmarks and control lines.

Cast-In-Place (CIP) Concrete Contractor will be provided an as-built drawing indicating the location and elevation of each caisson, as well as the location/orientation of the reinforcing steel/dowel cages for the CIP columns and a survey of the building pad. It shall be the responsibility of the CIP contractor to verify the information provided and any discrepancies shall be noted in writing to the Construction Manager in a timely manner to not affect the CIP contractor's schedule.

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1.16 This Contractor shall make the necessary provisions (e.g., tire scrub, stone mat, sweeping (wet vacuum), etc.) to control dirt/debris/mud from leaving the project area via truck tires onto all site access ways. This Contractor shall provide all labor, material and **on-site** equipment to perform daily (or as necessary) street cleaning of all streets on or adjacent to the site. The above must include street sweeps, water spray trucks, flagmen, etc., to maintain a safe and clean operation at all times. If adjacent streets become dirty by other non-construction traffic due to "tracking" of debris related to your operations, it is this Contractor's responsibility to maintain and clean roadway to level acceptable to the Construction Manager and the Owner.

1.17 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.

1.18 Street Obstructions: All streets, sidewalks, alleys 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 including the City of Toledo Department of Transportation and the Police Department 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.

1.19 Portable toilet facilities shall be provided and paid for by the Owner.

1.20 Any access to work areas for individual contractors beyond the access roads as defined shall be the responsibility of the individual contractors.

1.21 A material/personal hoist will not be provided for the project. All hoisting shall be provided by the Contractor requiring same.

1.21 Temporary power will be available while this contractor is onsite. Each individual contractor is responsible for the cost of hook up. Trailers shall not be permitted to have electric heat.

1.22 Because the site is so limited in the availability of field offices, storage and lay-down, contractors may be permitted one 8'x 30' trailer on site in areas and at times as directed by the Construction Manager.

1.23 Parking is not available on-site, and is the responsibility of each contractor and their employees to locate parking, include the cost of same in quotation.

1.24 Extra caution is to be taken when working next to the Huntington Bank parking lot and entryway. This parking lot shall be maintained and kept open during business hours. The construction fence must be maintained around this and all other areas at all times.

1.25 Each Contractor shall include an allowance of $150/month for the duration of their contract for access to Turnertalk for submission of RFI's, etc.

***** The apparent low bidder(s) shall be prepared to make a post bid presentation to the Construction Manager and other members of the Project Team. The presentation should include key project staff (i.e. Project Manager, Project Superintendent) and shall discuss the bidder's project approach, estimate, schedule, etc. Presentations are scheduled for the week of February 11, 2008 within the Construction Manager's SeaGate Convention Centre office. *****

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2. SCOPE OF WORK - INCLUSIONS:

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 Lucas County Multi-Purpose Arena Contract Documents.

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

1. Division 1 – General Requirements (All sections)
2. 033001 – Cast-In-Place Concrete
3. 034100 – Precast Structural Concrete
4. 051200 – Structural Steel
5. 051201 – High Roof Structural Steel
6. 053100 – Steel Deck
7. 053101 – High Roof Steel Deck
8. 055000 – Metal Fabrications
9. 055100 – Metal Stairs
10. ***072100 – Thermal Insulation***
11. 078446 - Fire-Resistive Joint Systems
12. 079200 - Joint Sealants
13. 079500 – Expansion Control
14. 090000 – Finish Schedule
15. 099100 – Painting
16. 111300 - Loading Dock Equipment
17. 311000 - Site Clearing
18. 312000 - Earth Moving
19. 312319 - Dewatering
20. 313116 - Termite Control
21. 315000 - Excavation Support and Protection

The following items are excerpted 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:

2.1 CAST-IN-PLACE CONCRETE:

2.1.1 Cast-In Place Concrete: Detail, fabricate, deliver, receive, unload, and place all cast-in-place concrete including, but not limited to:

a. Concrete grade beams.
b. Concrete columns including installing embeds for structural steel and precast connections at concrete columns. Structural steel embeds for steel connections will be furnished by the Structural Steel Contractor. Steel embeds for precast connections will be furnished by the Precast Contractor.
c. Concrete floor beams, concrete pan joists and pour strips.
d. Concrete slabs on grade including granular fill and vapor barrier.
e. Concrete structural slabs and concrete slabs on metal deck.
f. Concrete pedestrian bridge support and slab on deck at Pedestrian Bridge to Port Lawrence Garage/Seagate Convention Centre. Reference drawings S520 and S521.
g. Concrete raker walls for the precast stadia seating.

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h. Concrete walls including installing embeds for structural steel and precast connections in concrete walls. Structural steel embeds for steel connections will be furnished by the Structural Steel Contractor. Steel embeds for precast connections will be furnished by the Precast Contractor.
i. Concrete ramps and concrete stairs.
j. Concrete infill at steel stair pan tread and landings.
k. Concrete stoops.
l. Concrete pits, (i.e. elevator pits, escalator pits and sump pits including waterstop and waterproofing, etc. as shown and noted)
m. Concrete Ice Melt Pit. See details on S706.
n. Furnish and install trench drains. See typical details N10/S006***, A4/A700, E4/A700 and J4/A700***
o. Concrete retaining wall and foundation at loading dock. See details A10 and J10/S710.
p. Concrete foundation for mechanical screen wall equipment. See detail M1/S713.
q. Concrete foundation, foundation wall and planter wall at Marshalling high and low screen walls. See details S713.
r. Elevator pile cap. See N1/S708.
s. Perimeter toe boards.
t. Thickened floor slabs.
u. Reinforcing steel, threaded inserts and fiber mesh reinforcing.
v. Loading dock equipment including furnish and install steel embedded angles for the dock leveler and sleeve inserts for dock railing. See details J4 and J10 on drawing S710.
w. Furnish and install stainless steel bent plat cast into Zamboni ice dump wall. See detail A10/S712.
x. Install miscellaneous steel items to be embedded in CIP concrete furnished by others. Embeds for Structural Steel framing connection shall be furnished by Structural Steel Contractor. Embeds for Precast connections shall be furnished by the Precast Contractor.
y. Formwork including shoring designed by licensed engineer in the State of Ohio.
z. Concrete on metal deck infill at overbuilt between precast raker and CIP floor. See details drawing S510**.** Include sealant at joint between slab on deck and cast in place floor slab.
aa. Dowel reinforcing bars as shown (i.e. concrete, masonry,) including required protection until construction has progressed through the area
bb. Excavation and backfill for concrete work
cc. Dewatering for all concrete work
dd. Waterstops
ee. Perimeter foundation insulation and insulation under slabs-on-grade
ff. Concrete stoop at access to Club Level mechanical area
gg. Construction joints and joint filler, as shown and/or required
hh. Control joints and joint filler, as shown and/or required
ii. Expansion joints and joint filler, as shown and/or required
jj. Isolation joints, as shown and/or required
kk. Pour strips as shown and noted
ll. Curing compounds, sealers and hardeners as specified
mm. Provide a certified anchor bolt placement drawing to the Construction Manager prior to steel erection.
nn. Concrete infill risers at precast stadia seating including reinforcing, dowels and sleeves (furnish and install) for railing. See details ***A5/S710,*** D3/S715 and N5/S718. See also G6/A418 ***and M11/A418*** for section at Suite & G10/A418 for upper deck isle steps***. See structural details N5/S710 and L3/S715 for Club Level cast in place stairs.***
oo. Include Termite Control. See Specification Section 313116
pp. Furnish and install steel embed equipment support plate at concrete wall for escalator pit. See detail A13/ & E13 on drawing S705.

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qq. Include concrete stairs and planter wall along column line E at Team Store plaza. See details A1 & A4 on drawing S713.

rr. Furnish and install pipe bollards at event floor truck entrance. See detail N1/S005.

2.1.2 The Cast-In Place Concrete contractor will sequence his work to conform to the Project Schedule and phasing plan. Out of sequence work is to be anticipated as part of the Cast-In-Place Concrete scope of work. Include coordination with other Trade Contractors who will be performing their work simultaneously. This may require certain sections of the work be "Left Out" and/or "Opened Up" in order to allow other trade Contractors to access their respective work areas. Therefore come back activities should be anticipated to accommodate this out of sequence work.

2.1.3 It is intended for the construction sequencing to start at Column Line 4 progressing counter-clockwise for both the Concourse and Suite/Club Levels. An opening between column lines 4 to 6 in Quadrant B shall be left open for the duration of the scope of work. Work to be left out shall include slab on grade, columns, structural slabs, etc. The schedule for this work to be completed is at the completion of the high roof trusses. Please reference the Project Schedule for dates.

2.1.4 The Cast-In-Place Concrete Contractor will leave out the section of slab on grade and concrete stem ***wall*** between column lines 24-22. Include come back to infill concrete slab on grade and stem wall as directed by the Construction Manager. Please reference the Project Schedule for dates.

2.1.5 Include box out area of slab on grade for precast column placement on A and B lines for future installation. Include come back to infill concrete slab on grade after precast column is set.

2.1.6 The Cast-In-Place Concrete Contractor is responsible for all excavation, forming, reinforcing, dowels, threaded inserts, concrete, stripping, backfill and final grading required for the Cast-In-Place Concrete work.

2.1.7 Caisson dowels shown on structural drawings have been included in the BP#3 Caisson Contractors scope of work. See drawings S-800, S-801 and S-802 for dowel schedules and details. The Cast-In-Place Concrete contractor shall include dowel reinforcing for grade beams and columns including splicing onto the caisson dowels and extending the reinforcing into the grade beams and columns.

2.1.8 Include excavation and backfill required for the Cast-In-Place Concrete scope of work. Include shoring, bracing and dewatering of all excavation required to perform the work and protect existing structures, underground piping, conduit and utilities.

2.1.9 The BP#2 Excavation Contractor excavated to plan subgrade elevation +/- one tenth (.10) of a foot. Acceptance of all sub-grades +/- one tenth (.10) of a foot on average is assumed by the Cast-In-Place Concrete Contractor unless the Construction Manager is given written notification to the contrary prior to the commencement of work in these areas.

2.1.10 Receive, unload and set all miscellaneous steel embeds, anchor bolts, sleeves, leveling plates, bearing plates, frames, etc. for structural steel. Include embedded steel bearing plate and connection plates for precast seating, reference details on Sheets S310, S716, S718 and S870. Grout as required. Steel embeds will be provided as follows:

a. The Structural Steel Contractor shall furnish steel embeds required to be in cast in structural concrete for structural steel connections.

b. The Precast Concrete Contractor shall furnish steel embeds required to be cast in structural concrete for precast concrete connections. The Precast Concrete Contractor shall furnish and install all steel embeds required to be cast in precast as shown.

c. The Cast In Place Contractor shall furnish all other steel embeds required to be cast in structural concrete as shown.

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2.1.11 Furnish and install trench drains cast into concrete slab at Zamboni ice dump. See section A10/S712. Coordinate installation and piping connection of with Underground Mechanical Contractor. ***Trench drain to be Jay R. Smith Enviro-Flo Series 9931. Pre-sloped sections with 4" outlet and GHD slotted galvanized steel grate.***

2.1.12 Include setting of MEP sleeves (provided by others) and block outs within the Cast-In-Place Concrete work. See typical detail A10 and E10 on drawing S005 for sleeve details at grade beams.

For bidding purposes include sleeves in grade beams (detail E10/S005) for the following pipe sizes:

- ***a. 4" – 2 each***
- ***b. 6" – 2 each***
- ***c. 8" – 2 each***
- ***d. 10" – 2 each***
- ***e. 12" – 2 each***

For bidding purposes include sleeves under grade beams (detail A10/S005) for the following pipe sizes:

- ***a. 6" – 2 each***
- ***b. 8" – 2 each***
- ***c. 12" – 1 each***

Coordinate sleeve size and final location with Mechanical Contractor.

2.1.13 Provide protection of all reinforcing, dowels, anchor bolts, embeds including maintaining this protection during the Cast-In-Place Concrete work.

2.1.14 Verify existing grade beam condition at pedestrian bridge foundation at existing column line E1 and E2 prior to new grade beam installation. Confirm dowel placement with Structural Engineer. See detail E13/S706.

2.1.15 Include field welding of reinforcing bars attached to vertical leg of screed plate. See details A4 and A10 on drawing S720.

2.1.16 Include haul off and disposal off site of excavated spoils associated to the Cast-In-Place Concrete work.

2.1.17 The Cast-In-Place Concrete contractor shall include the cost for providing, erecting and dismantling of three (3) temporary stair towers. The temporary stair tower is to have an access landing at each floor level including the roof where applicable. Include foundation and anchoring of stair towers. The stair tower and landings must meet OSHA Safety Standards. The design and support calculations are the responsibility of the Cast-in-Place Concrete Contractor. Submit design and engineered calculations for review by the structural engineer.

Include a systems scaffold type internal access way temporary stair consisting of the approximate dimensions :

Frame size: 8' X 14'
Tread size: 36"
Landings: 3' X 8'

Each stair tower will be in use for a period of 12 months. The approximate installation date and location is as noted below. See logistics plan for further clarification of location.

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1. May 1, 2008 - One stair tower located on the exterior of the building at column line 1/D from the ground to the low roof level.
2. June 1, 2008 - One stair tower located on the exterior of the building at column line 23/D from the ground to the low roof level.
3. August 1, 2008 - One stair tower located on the exterior of the building at column line 9/D from the ground to the club level.

2.1.18 Include all necessary dewatering of Cast-In-Place Concrete work while on site and as future construction progresses through the area.

2.1.19 The Cast-In-Place Concrete Contractor is to cooperate fully in the casting of cylinders and the testing required for concrete placement. Include casual labor for taking of concrete samples. The testing and inspection service is by others.

~~**2.1.20** The Cast-In-Place Concrete Contractor shall include installing concrete strength sensors furnished by Owner's testing agency.~~ ***Delete paragraph 2.1.20 in its entirety.***

2.1.21 Do not wash out concrete trucks or concrete pumps on streets or on site. Wash out area for concrete trucks and concrete pumps will be as directed by the Construction Manager. Include periodic removal and clean up of this wash out area as directed by the Construction Manager. Include final cleanup and removal of the wash out area at the completion of this contract.

2.1.22 Include perimeter toe boards at perimeter edge of all elevated slabs and all interior floor openings, shafts, stairs etc. This includes perimeter steel appendages at which time the slabs on metal deck are poured and the screed angle can no longer be used as a toe board.

2.1.23 Include the furnishing, installation, maintenance, removal, and disposal of wood railing protection to meet OHSA requirements at the perimeter of all work, including but not limited to the following:

a. On Event Level – perimeter protection at column line A along stem wall at bottom of precast stadia.

b. On Concourse Level – perimeter protection at column line C along top of precast stadia, between column lines B & C, from 4 line to 12 line along bottom of precast stadia and at column line D along exterior perimeter.

c. On Club Level – perimeter protection at column line C along top of precast stadia, between column lines B & C along bottom of precast stadia and at column line D along exterior perimeter.

d. At Overbuild Areas on Concourse Level and Club Level - Include removing, relocating and reinstalling perimeter railing protection to extend perimeter protection to the overbuilt areas as the floor slabs in these areas are placed.

e. At all interior deck/floor openings, pits, etc. on all levels.

Perimeter cable protection outside of column line D shall be provided and installed by the Structural Steel Contractor.

See marked up drawings A102 and A103 issued in Addendum No. 1 for clarification of temporary railing locations and Contractor responsibility. ***Note: Marked up drawings A102 and A103 have been printed in color for further clarification and issued in Addendum No. 2.***

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2.1.24 Furnish and install reinforcing dowels for masonry walls as shown and noted in the drawings and specifications. Include thickened slab at masonry walls. See typical thickened floor slab detail J13/S005 and typical slab plan sheet note 4 on S101A.

2.1.25 Include foundation waterproofing/damproofing and perimeter foundation insulation.

2.1.26 The Cast-In-Place Concrete contractor shall carefully examine the contract documents to determine if any shoring of the structure is required. Include shoring, bracing and support of the structure as required.

2.1.27 Furnish and install the loading dock equipment and all required embeds items. Controllers shall be stored in a safe location and turned over to the Electrical Contractor at which time they are onsite and ready for installation.

2.1.28 Include excavation to subgrade for the truck dock loading area located outside the building line between 3.1 line and the loading dock retaining wall, back to G line.

2.1.29 The Cast-In-Place contractor shall coordinate the final concrete elevations with the Precast Contractor where the precast seating rakers/risers tie into the CIP structure.

2.1.30 The Cast-In-Place Concrete Contractor shall be responsible for winter protection of the Cast-In-Place Concrete Work.

2.1.31 Include masonry block supporting ramp slab at detail A1/S712.

2.1.32 All required sealants, sealers, hardeners, bearing, and expansion materials.

2.1.33 Furnish and install trench drains cast into concrete slab between column lines 5 & 6 at column line A shown on drawing S101A.02, plan note 13. Coordinate installation and piping connection of with Underground Mechanical Contractor. ***Trench drain to be Jay R. Smith Enviro-Flo Series 9931. Pre-sloped sections with 4" outlet and GHD slotted galvanized steel grate.***

2.1.34 Furnish and install trench drains cast into concrete slab at toilet rooms and shower rooms 10108, 12908, 12602 and 12702. See plan note 13. Coordinate installation and piping connection of with Underground Mechanical Contractor. ***Trench drain to be Jay R. Smith Enviro-Flo Series 9930. Pre-sloped sections with 4" outlet and SSPA perforated stainless steel grate.***

2.1.35 Include recessed floor slab for shower floor at toilet rooms and shower rooms 10802, 10906, 10705, 10108, 12904, 12908, 12702 and 12602. See plan note 12. Coordinate installation and piping connection of with Underground Mechanical Contractor.

2.1.36 ***In addition to the embeds shown, include installation of steel embed in all cast-in-place raker beams at Club Level for precast stadia. For bidding purposes include installing 12"x12"x3/4" steel embed with four (4) welded studs in each cast-in-place raker beam at the Club Level. The embeds will be located at the lower end of the raker beam placed in the vertical front face. Final embeds will be designed and furnished by the Precast Contractor.***

2.1.37 ***With reference to cast in place concrete infill stairs at precast stadia, see building sections on drawings A410, A411, A412 and A413 for typical tread and riser dimensions.***

2.1.38 ***Furnish and install embeds for railing attachment. See embed railing matrix dated 1-22-08 (previously issued with Addendum No. 1) for Contractor's responsibility of railing embeds.***

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2.1.39 ***Furnish and install Laundry trench drain in Room 12501. See detail J4/A700.***

2.1.40 ***Include box outs in floor slabs at each floor drain shown on the Concourse and Club Levels. Use typical floor sleeve detail J4/S005at these locations.***

2.2 **SCOPE OF WORK – EXCLUSIONS CAST-IN-PLACE CONCRETE:**

2.2.1 Previously awarded Bid Package's No. 1, 2 and 3 Scopes of Work dated June 6, 2007, August 28, 2007 and November 2, 2007 respectively, are attached for reference.

2.2.3 Event floor Ice Slab inboard of column line A. Referenced as Refrigerated Concrete Slab on sheets S101A.01 – S101A.04

2.2.4 Concrete housekeeping pads.

2.3 **SCOPE OF WORK –CAST-IN-PLACE CONCRETE ALLOWANCES:**

2.3.1 The Cast-In-Place contractor shall include a bid package allowance of $60,000 to be used at the sole discretion and approval of the Construction Manager.

2.3.2 The Cast-In-Place contractor shall include a bid package allowance of $40,000 for winter weather protection at the opening between column lines 4-6 in Quadrant B to be used at the sole discretion and approval of the Construction Manager.
(Note: This allowance is in addition to the winter weather protection included by the Cast-In-Place Concrete Contractor in the base bid for winter protection of the Cast-In-Place Concrete Work as noted in item 2.1.30 above and is not be used for the Contractor's winter weather protection.)

3.1 **PRECAST:**

3.1.1 It is intended that the design/detailing, fabrication, and erection shall be sequenced that the precast will start at Column Line 4 progressing counter-clockwise; this is the same sequence that the Cast-In-Place Concrete will be following. However, the section of precast between column lines 24-22 (i.e. Section 6) shall remain open until the high roof trusses have been set, detailed, decked, and the Structural Steel erector has completed all overhead work in this area. Please reference the Project Schedule for dates.

3.1.2 It is intended that an opening between column lines 4 to 6 in Quadrant B shall be left open for the duration of the precast scope of work for such items as delivery/erection. The schedule for this opening/work to be closed/completed by the Cast-In-Place contractor is on or about November 17, 2008.

3.1.3 Precast Concrete: Design/Detail, fabricate, deliver, receive, unload, and erect all precast concrete including, but not limited to:

3.1.3.1 Precast stadia seating and risers, vomitory walls, stair and step units, rakers, columns, slabs, and any other floors or walls as shown and noted on the contract drawings and specifications.

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3.1.4 Provide the following information for precast with bid: Shop drawing delivery date, Material delivery date, Start date of erection, Phasing of erection, and Completion date of precast erection.

3.1.5 Provide shop drawings, for approval, prior to fabrication of precast as specified. Design calculations prepared and sealed by a Registered Engineer in the State of Ohio, for precast members.

3.1.6 Precast Contractor shall provide temporary dunnage, shoring and/or supports required for the storage, movement, and erection of their work. On site storage is limited an on-time delivery method must be used for this work.

3.1.7 The Precast Concrete Contractor shall furnish and install all steel embeds required to be cast in precast as shown. Furnish and install all miscellaneous steel, for headers, block outs, etc. located within the precast system. Precast Contractor shall include all concrete embed plates, clip angles, inserts, threaded rods, shim plates, bearing pads, etc. required for the attachment of all the precast concrete units.

3.1.8 The Precast Concrete Contractor shall furnish to the Cast-In Place Concrete Contractor all steel embeds required to be cast into structural concrete for precast concrete connections. The Precast Contractor shall provide detailed placement drawings to the Cast-In-Place Contractor for their use in setting of embeds to be cast into the Cast-In-Place Concrete structure for precast support.

3.1.9 Include all necessary repairs of chips, spalls, touch up painting and misfits in accordance with the specifications.

3.1.10 Provide all grouting, caulking, fire caulking/stopping, of keyways, joints, lifting holes, etc. as shown and noted on the contract drawings and specifications. Also, include pointing and/or sealants for precast to precast and precast to other materials/joints.

3.1.11 All required, sealers, hardeners, bearing, and expansion materials as shown and noted within the drawings and specifications.

3.1.12 Coordinate size and location of all anchors and miscellaneous metals for sleeves and handrails with the appropriate trade contractor. Any anchors or sleeves in precast need to be engineered into the precast system prior to installation.

3.1.13 Coordinate and provide openings for all items to be located within the precast.

3.1.14 Provide all clean up as required by the performance of this bid category. Clean up to be performed daily with refuse placed in dumpsters provided by the Owner. No large cut off concrete is to be placed in dumpsters.

3.1.15 Provide and maintain work reference points and layout from controls established by others.

3.1.16 Coordinate delivery of all materials. Schedule all deliveries at least 48 hours in advance with Construction Manager to assure adequate lay-down and storage areas are available. On site storage is limited an on-time delivery method must be used for this work.

3.1.17 Furnish and install steel weldments, angles and expansion anchors including grouting at precast columns per detail A4/S800.

3.1.18 ***Furnish and install embeds for railing attachments. See embed railing matrix dated 1-22-08 (previously issued with Addendum No. 1) for Contractor' responsibility of railing embeds.***

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3.2 **SCOPE OF WORK – EXCLUSIONS PRECAST:**

3.2.1 Previously awarded Bid Package's No. 1, 2 and 3 Scopes of Work dated June 6, 2007, August 28, 2007 and November 2, 2007 respectively, are attached for reference.

3.3 **SCOPE OF WORK –PRECAST ALLOWANCES:**

3.3.1 The Precast contractor shall include a bid package allowance of $32,000 to be used at the sole discretion and approval of the Construction Manager.

4.1 **STRUCTURAL STEEL:**

4.1.1 Sequence of Low Roof/Perimeter Steel (Structural Steel Outside of Column Line C) and High Roof Trusses/Catwalks/Rigging Steel:

It is intended that the detailing, fabrication, and erection shall be sequenced that the Low Roof/Perimeter Structural Steel will start at Column Line 4 progressing counter-clockwise; this is the same sequence that the Cast-In-Place Concrete will be following. However, the High Roof Trusses/Catwalks/Rigging Steel shall be detailed, fabricated, and erected from West to East.

An opening between column lines 4 to 6 in Quadrant B shall be left open for the duration of the structural steel scope of work for such items as delivery/erection of the high roof trusses, catwalks, and rigging steel. The schedule for this opening/work to be closed/completed by the Cast-In-Place contractor is on or about November 17, 2008.

High Roof Trusses are to be assembled and verified onsite at a location north of the Arena and west of the previously existing Superior Street and transported into the Arena for erection. It is assumed that the trusses will be sectioned in halves; however, ultimate constructability and safely transporting into the Arena is the responsibility of the Structural Steel Contractor and their Erector. Reference the attached site logistics plan for further clarifications.

4.1.2 Detail, fabricate, deliver, receive, unload, and erect all structural steel framing, metal deck, including but not limited to: columns, channels, trusses, sway frames, angles, plates, beams, bridging, catwalks, catwalk railings, rigging steel, stairs S1, S2, S3 & S4 including railings, edge angles, shear studs, bolts, nuts, shims, etc. as required for a complete installation of structural steel work for this bid item as shown and noted within the contract drawings and specifications.

4.1.3 The Structural Steel contractor shall be completely responsible for any necessary shoring/bracing of the high roof trusses and/or structural steel during erection. This shall include, but not limited to, all design, fabrication, erection, foundations, etc. for a completely engineered temporary shoring/bracing system.

4.1.4 The Structural Steel Contractor shall furnish to the Cast-In-Place Concrete Contractor all steel embeds required to be in cast into structural concrete for structural steel connections.

4.1.5 Furnish and deliver for installation: bearing plates for structural steel members connecting into the Cast-In-Place structure, anchor bolts, leveling plates, etc as shown and noted on the drawings and specifications.

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4.1.6 Provide the following dates/information for structural steel with bid: Shop drawing delivery date (phased), Shop Drawings Issued for Fabrication, Start of Fabrication, Complete Fabrication, 1st delivery date, Start date of erection, Phasing of erection, and Completion date of steel erection.

Sample Shop Drawing/Fabrication Schedule:

Sequence:	Submit Shop Drawings	Shop Drawings Issued for Fabrication:	Start of Fabrication:	Complete Fabrication:	Delivery:

4.1.7 Provide shop drawings, for approval, prior to fabrication of structural steel as required by the specifications.

4.1.8 In addition to the temporary fall protection system utilized during erection operations, include as work of this Bid Package the fall protection (i.e. barricades) railing system located at all areas six (6) feet or higher for the duration of construction. The system shall be placed/located along the perimeter of all elevated floor/roof decks, stairwells, elevator shafts, escalator openings, floor holes and at all floor openings at the Concourse Level, Club/Suite Level and the Roof Level.

Refer to the Safety Program contained in the Policy and Procedures Manual for system requirements and provide a complete system in accordance with OSHA requirements. Fall protection (barricade) railing system shall be constructed with steel angle supports and steel cables, wood systems shall not be permitted. Include as part of the cost the removal of the system and repair of the perimeters edges of the floor/roof decks.

Note the system shall remain in place for the duration of construction and be removed selectively to accommodate future contractors work therefore the system shall be capable of being removed and reinstalled in small sections.

4.1.9 All stairwells, elevator shafts, escalator openings, floor holes and or floor openings six (6) feet of higher shall be protected by a guardrail and/or handrail system.

4.1.10 A certified anchor bolt placement drawing will be provided to the steel contractor before steel erection begins.

4.1.11 Coordinate delivery of all materials. Schedule all deliveries at least 48 hours in advance with Construction Manager to assure adequate lay-down and storage areas are available.

4.1.12 Provide all clean up as required by the performance of this bid category. Clean up to be performed daily with refuse placed in dumpsters provided by the Owner.

4.1.13 This contractor shall, after erection, clean all steel of clay, mud, or other foreign materials, and touch-up all structural steel leaving in suitable condition as required by the specifications.

4.1.14 Provide and maintain work reference points and layout from controls established by others.

4.1.15 Furnish and install all steel deck closures at all penetrations; closures shall be installed to provide a seal from concrete.

4.1.16 Furnish and install all materials (i.e. metal deck, shear studs, angle, etc., excluding metal studs, for the Overbuilt Framing Details as shown on Sheet S510. Reference Sheets S102.01-S102.04, S103.01-S103.04 for plan locations throughout.

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4.1.17 This contractor shall include two additional mobilizations for the erection of the Low Roof and Perimeter Structural Steel and appendages to be directed by the Construction Manager.

4.1.18 Furnish and install stairs S1, S2, S3 and S4 complete including wall rails, handrails, guard rails and prefabricated metal mesh infill panels. Note: Permanent railings will be installed by the Structural Steel Contractor, not by a future bid package as stated in specification section 055100 paragraph 1.3.B.2.

4.1.19 ***The Structural Steel Contractor shall provided and install perimeter cable protection outside of column line D on all levels including intermediate levels. See marked up drawings A102 and A103 for temporary railing locations and Contractor responsibility issued in Addendum No.1. Note: Marked up drawings A102 and A103 have been printed in color for further clarification and issued in Addendum No. 2.***

4.1.20 ***Furnish and install embeds for railing attachment. See embed railing matrix dated 1-22-08 (previously issued with Addendum No. 1)for Contractor's responsibility of railing embeds.***

4.2 **SCOPE OF WORK – EXCLUSIONS STRUCTURAL STEEL:**

4.2.1 Previously awarded Bid Package's No. 1, 2 and 3 Scopes of Work dated June 6, 2007, August 28, 2007 and November 2, 2007 respectively, are attached for reference.

4.2.2 Perimeter Fall Protection/Barricades located around the column line C & D to be installed by the Cast-In-Place Concrete contractor, please refer to Cast-In-Place scope of work indicated above.

4.3 **SCOPE OF WORK – STRUCTURAL STEEL ALLOWANCES:**

4.3.1 The Structural Steel contractor shall include a bid package allowance of $50,000 for the roof trellis framing at the southwest corner shown in details on drawing S720 to be used at the sole discretion and approval of the Construction Manager.

4.3.2 The Structural Steel contractor shall include a bid package allowance of $65,000 to be used at the sole discretion and approval of the Construction Manager.

5. **ALTERNATE INSTRUCTIONS:**

5.1 Bidders shall submit Alternates with the Bid Proposal stating the difference in price from the Lump Sum "Base Bid" for adding, substituting, omitting or changing the following materials, construction or conditions of the Contract from that shown on the Drawings and/or specified in the General Documents.

5.2 The difference in price shall include all omissions and adjustments as may be necessary, because of each change, substitution or omission.

5.3 Price for alternates shall be submitted on Form of Proposal, Section 00400.

5.4 Voluntary Alternates are NOT PERMITTED.

6. ALTERNATE DESCRIPTIONS:

6.1 Cast In Place Concrete – Provide an alternate price to delete vertical dowels ONLY extending up from floor slab into interior masonry walls throughout the event level.

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6.2 Mechanical Screen Wall:

6.2.1 Cast-In-Place Concrete – Provide an alternate price to delete concrete columns type C1 at Club Level only, 42" above Club Level, along D line at columns 5, 6, 6.4, 7, 8, 9, 9.5, 10 and 11.

6.2.2 Structural Steel - Provide an alternate price to delete mechanical louver steel framing and supports at Club Level along D line from column line 4 to column line12. See typical louver support details on S880.

6.3 Aluminum Platform System:

6.3.1 Cast-In-Place Concrete – Provide an alternate price to delete overbuilt concrete slab on metal deck at overbuilt areas on the Concourse Level near column line C between column line 3-4, 6-7, 9-10, 12-13, 18-19, 22-24 and 27-28 where aluminum platform systems are indicated on the Architectural drawings A102.01 – A102.04.

6.3.2 Structural Steel – Provide an alternate price to delete metal deck at overbuilt areas on the Concourse Level near column line C between column line 3-4, 6-7, 9-10, 12-13, 18-19, 22-24 and 27-28 where aluminum platform systems are indicated on the Architectural drawings A102.01 – A102.04.

7. HOURS OF WORK:

7.1 Starting times shall be based on local time in effect.

7.2 The terms of any collective bargaining agreement to the contrary notwithstanding, all trades shall observe the starting times established by the Contractor.

a. The Contractor reserves the right to advance or delay scheduled changes in starting time to respond to changes in the effective date of Daylight Saving Time and Standard Time.

7.3 If the Contractor is directed by the Construction Manager to perform certain portions of other items of work on a premium time basis, the Contractor's charges for such work shall be based on the actual premium wages paid for such overtime, over and above cost of straight time wages, plus payroll charges applicable thereto, plus the cost of direct additional expenses relating to the overtime work. No allowance shall be added for Contractor profit and overhead.

7.4 It is further understood and agreed, however, that overtime work made necessary by Contractor's failure to meet or anticipate dates previously agreed upon in the Contract or Construction Schedules, shall be at the sole cost and expense of the Contractor.

*** PLEASE NOTE THAT THE MANDATORY PRE-BID CONFERENCE WILL BEGIN AT 9:00 AM ON JANUARY 17, 2008 AT SEAGATE CONVENTION CENTRE, LOCATION OF THE ROOM WILL BE POSTED INSIDE THE SEAGATE CENTRE THE DAY OF THE MEETING.***

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JOB NAME: LUCAS COUNTY MULTI-PURPOSE ARENA
JOB LOCATION: TOLEDO, OHIO
LATHROP JOB NO.: 1382200
DATE: MARCH 4, 2008
ADDENDUM NO. 2: MARCH 21, 2008

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SCOPE OF WORK/MANDATORY ALTERNATES 00220

BID PACKAGE NO. 5
SITE UTILITIES, ICE SYSTEM/DASHER BOARDS, VERTICAL TRANSPORTATION, UNDERGROUND MEP

BID DUE DATE: MARCH 27, 2008 @ 3:00 PM LOCAL TIME
MANDATORY PRE-BID CONFERENCE DATE: MARCH 12, 2008 @ 9:00 AM LOCAL TIME

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1. **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 Multi-Purpose Arena Bid Package #5 – Site Utilities, Ice System/Dasher Boards, Vertical Transportation, Underground MEP.***

1.1 Trade permits and or licenses required to perform this type of work at this location, complete with inspections, associated fees (i.e. tap fees), special permits (i.e. street opening/curb cut permit).

1.2 Construction materials testing shall be provided and paid for by others.

1.3 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.

1.5 Hardhats and safety glasses must be worn at all times by all personnel while on the construction site. Delivery drivers shall also be required to have on the required PPE prior to entering the site. All employees shall be required to wear highly visible/reflective vest while working onsite.

1.6 The Construction Manager will minimally require the following safety items prior to commencement of work on-site.

a. All work shall be completed in conformance with all applicable OSHA, and all other governmental and municipalities standards.

b. The Construction Manager must be provided with the name of your on-site responsible safety person. Provide verification of training (minimum required OSHA 30 hour).

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c. Hazardous communications program/MSDS submitted to the Construction Manager prior to commencement of work.

d. Written company ***SITE*** specific safety program must be submitted to the Construction Manager prior to starting work on site. This Contractor will be required to comply with all applicable Project specific safety standards as attached within the Lucas County Multi-Purpose Arena Bid Package.

e. Job Hazard Analysis (JHA) must be provided to the Construction Manager prior to commencement of each task this contractor is required to perform to accomplish this scope of work. Daily Job Safety Analysis (JSA) must be performed prior to start of each new shift and provided to the Construction Manager.

f. Safety tool box talks shall be conducted and turned in weekly to the Construction Manager.

g. All cranes and operators must have appropriate certifications, inspections, etc. as required.

h. Fall protection as required to provide conformance with project wide six (6) foot fall protection requirements.

i. Documentation of all training required by OSHA shall be available at all times for verification by the Construction Manager.

1.7 Shop drawings, product data samples, and all other required submittals as per the project specifications are required.

1.8 Compliance with requirements of governing codes, ordinances and agencies is a project requirement.

1.9 All personnel shall attend an approximately 1-hour orientation before beginning work on site at which time they will be required to present a valid drug free card from a third party program administrator.

1.10 Notification of public agencies as required for testing and inspections.

1.11 The cost of materials incorporated into the construction is exempt from State of Ohio sales tax.

1.12 Compliance with the CMa-CIP requirements as stipulated within the General Conditions of the Contract for Construction.

1.13 The importance of a site visit during the bid is emphasized in order to become familiar with the existing conditions and their affect on the performance of the work of this contract. No allowances shall be made for any conditions which could have been determined by a site visit.

Site visits are to be scheduled with the Construction Manager's Project Superintendent:

Joe Zunk – Project Superintendent
Office Phone: 419-321-5028
Mobile/Cell phone: 419-467-4157

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1.14 Coordinate new work with existing utilities and the work of other trades in the area of construction.

1.15 Engineering, layout and control work as required to complete the respective work items. The Construction Manager prior to the work of this contract will establish benchmarks and control lines.

1.16 This Contractor shall make the necessary provisions (e.g., tire scrub, stone mat, sweeping (wet vacuum), etc.) to control dirt/debris/mud from leaving the project area via truck tires onto all site access ways. This Contractor shall provide all labor, material and **on-site** equipment to perform daily (or as necessary) street cleaning of all streets on or adjacent to the site. The above must include street sweeps, water spray trucks, flagmen, etc., to maintain a safe and clean operation at all times. If adjacent streets become dirty by other non-construction traffic due to "tracking" of debris related to your operations, it is this Contractor's responsibility to maintain and clean roadway to level acceptable to the Construction Manager and the Owner.

1.17 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.

1.18 Street Obstructions: All streets, sidewalks, alleys 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 including the City of Toledo Department of Transportation and the Police Department 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.

1.19 Portable toilet facilities shall be provided and paid for by the Owner.

1.20 Any access to work areas for individual contractors beyond the access roads as defined shall be the responsibility of the individual contractors.

1.21 A material/personal hoist will not be provided for the project. All hoisting shall be provided by the Contractor requiring same.

1.22 Temporary power will be available while this contractor is onsite, see the Site Logistics plan for location of temporary power. Each individual contractor is responsible for the cost of hook up. Trailers shall not be permitted to have electric heat.

1.23 Prime Contractors will be allowed space for one (1) 8' x 30' project trailer to be located as directed by the Construction Manager. Project trailers shall bear no company names or signs of the Prime Contractor and/or its affiliations and shall be generic in nature (i.e. all grey or all white). All costs associated with contractor trailers are the responsibility of the individual Contractor.

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1.24 Parking is not available on-site, and is the responsibility of each contractor and their employees to locate parking, include the cost of same in quotation.

1.25 Extra caution is to be taken when working next to the Huntington Bank parking lot and entryway. This parking lot shall be maintained and kept open during business hours. The construction fence must be maintained around this and all other areas at all times.

1.26 Each Contractor shall include an allowance of $150/month for the duration of their contract for access to Turnertalk for submission of RFI's, etc.

1.27 All inspectors, visitors, suppliers, etc must be met at the Lathrop "Safety" trailer and accompanied by the company being inspected or persons that they are there to visit. All visitors are to sign in prior to entering the project site.

***** The apparent low bidder(s) shall be prepared to make a post bid presentation to the Construction Manager and other members of the Project Team. The presentation should include key project staff (i.e. Project Manager, Project Superintendent) and shall discuss the bidder's project approach, estimate, schedule, etc. Presentations are scheduled for the week of March 31, 2008 within the Construction Manager's SeaGate Convention Centre office. *****

2. SCOPE OF WORK - INCLUSIONS:

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 Lucas County Multi-Purpose Arena Contract Documents.

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

Joint Sealants – 079200
Painting – 099100
Dasher Board Systems – 116701
Electric Traction Elevators – 142100
Elevator Cab Interior Systems – 142700
Escalators - 143100
Plumbing Piping - 221000
Basic Mechanical Requirements - 230502
Basic Mechanical Materials and Methods - 230503
Piping Accessories - 230522
Pipe Supports and Anchors - 230529
Ice Rink Refrigeration and Piping - 236761
Rink Floor – 236762
Ice Rink Insulation – 236763
Ice Conditioning Equipment – 236764
Electrical Requirements – 260502
Grounding – 260526
Raceways – 260533

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Electrical Boxes and Fittings - 260534
Underground Service and Manholes - 260543
Electrical Identification - 260553
Earth Moving – 312000
Dewatering - 312319
Excavation Support and Protection - 315000

The following items are excerpted 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:

2.1 **SITE UTILITIES:**

2.1.1 Include all site utilities: storm drainage to five feet outside building line, sanitary sewer to five feet outside building line, water supply lines to twelve inches above finish floor elevation including a flange for connection by others, area drains, manholes, bedding, premium backfill and compaction as indicated.

2.1.2 Remove existing asphalt or concrete as required for installation of site utilities. Provide saw cutting and removal of spoils off-site and dispose of legally. All saw cutting of existing asphalt, concrete walks, etc., are to be done in neat straight lines. Patch all areas to match existing.

2.1.3 Provide pipe bedding in accordance with the plans, specifications and in accordance with the requirements of the governing authorities. Please note that the building pad is comprised of approximately 10-12' of 304 stone which could be utilized as backfill, any excess shall remain onsite in a location identified by the Construction Manager.

2.1.4 Furnish and install all utility structures, bases, castings, etc. as shown and noted on the contract documents.

2.1.5 All inspection, testing, disinfecting as specified for storm, sanitary, and water lines.

2.1.6 Installation of utilities shall be by a properly licensed contractor/installer.

2.1.7 Perform all utility connections and tie-ins to existing mains or structures. Coordination for all tie-ins and connections with the appropriate utility companies is a requirement of this work.

2.1.8 Furnish and install all soil erosion and sedimentation control as required by the contract documents.

2.1.8a Bidders shall anticipate encountering , previous demolition debris, existing basement walls, footings, foundations, etc…during the excavation for the site utilities outside and below the limits of drawings C-106 and C-107. It is understood that any obstruction that can be removed by the equipment used for the site utility operations is to be included into this scope of work.

2.1.8b Utilities shall be backfilled with premium materials.

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2.1.8.c Haul off all excavated materials that are not part of the previously placed building pad 304 stone material and legally dispose of.

SCOPE OF WORK – EXCLUSIONS SITE UTILITIES:

2.1.9 Previously awarded Bid Package's No. 1, 2, 3, and 4 Scopes of Work dated June 6, 2007, August 28, 2007, November 2, 2007, and January 31, 2008 respectively, are attached for reference.

2.1.10 Proposed Underground Storm Water Detention System.

2.1.11 Work shown to be installed in the Lucas County Arena Hardscape Package.

SCOPE OF WORK – SITE UTILITY ALLOWANCES:

2.1.12 The Site Utility Contractor shall include a bid package allowance of $15,000 to be used at the sole discretion and approval of the Construction Manager.

2.2 ICE FLOOR SYSTEM/DASHER BOARDS:

Provide the ice slab system complete including stone/sand base, refrigeration equipment, piping, concrete slab, and insulation in strict accordance with the Contract Documents.

The Work shall include, but not necessarily be limited to:

2.2.1 Provide all engineering and submit all submittals to the Construction Manager. The complete ice system to comply with current NHL (National Hockey League) standards and regulations for professional hockey.

2.2.2 Provide all layouts for the work of this contract. Provide as-built drawings of the completed system.

2.2.3 Provide excavation and fine grading of subgrade to receive ice slab, assume the existing subgrade is at elevation 591.83 plus or minus one tenth of a foot, the existing subgrade consists of #304 stone. Include all concrete slab on grade work inside of column line A, excluding the ice pit which is being installed by the Cast-In-Place Concrete contractor.

2.2.4 Provide sand, vapor barriers, reinforcing steel, and insulation as specified.

2.2.5 Provide embedded edge angles and compressible expansion joint at the perimeter of ice slab as indicated in the Contract Documents. Include all expansion joints and sealants.

2.2.6 Furnish and install all embed plates, embedded items and/or anchor bolts required for attachment or support of Ice Rink Systems items, including Dasher Board inserts.

2.2.7 Provide piping systems and electrical distribution equipment and final service connections to all equipment furnished under this scope of work. Such equipment shall include but not be limited to chillers, heat exchangers, evaporators, compressors, condensers, pumps, etc, as specified.

2.2.8 Provide complete refrigerant controls system and leak detection system.

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2.2.9 Provide mechanical controls systems as indicated.

2.2.10 Provide all excavation and backfill required for the installation of the work. All excess materials and materials deemed unsuitable for backfill shall be hauled from the site and disposed of.

2.2.11 Provide where necessary core drilling for the work of this bid item to penetrate previously placed walls and slabs on metal deck. Provide sleeves or block outs for penetrations in any walls or slabs that have not yet been placed when the work of this category commences.

2.2.12 Provide fire stop and or fire caulk where the work of this scope penetrates rated walls and floors.

2.2.13 As part of this scope of work this trade contractor shall make ice at the conclusion of the installation to demonstrate the satisfactory performance of the ice system. Include painting in the first sheet of ice. Schedule for first ice sheet to be coordinated with Construction Manager.

In addition, the Ice System Contractor shall plan on attending and assisting the operator during the 1st hockey event to ensure proper operation of the systems.

2.2.14 Provide all equipment specified under ice conditioning equipment.

2.2.15 Coordination of work with the mechanical contractor and other trades is a requirement of this contractor.

2.2.16 Ice Systems Contractor to be aware that due to possible long lead equipment items they are to provide, the Construction Manager will have the structure erected and enclosed. All hoisting and lifting of certain pieces of equipment will need to be completed by the Ice Systems Contractor in an enclosed building.

2.2.17 Ice System Contractor is to review the Event Level mechanical room layout. Construction Manager will provide coordination drawings for the MEP trades for your use. This information is in addition to your requirement to review and inspect all as-built conditions in the field prior to your commencing shop drawings.

2.2.18 Furnish and install floor anchor inserts and all necessary nuts, bolts, washer and plates for attachment and support of hockey dashers, circus, arena football dasher, tennis, and volleyball. Also provide twenty (20) additional inserts to be located by operator.

2.2.19 Furnish and install arena football dasher inserts which are located outside the footprint of the ice sheet.

2.2.20 Provide warranty for the work of this Work Category, as specified, commences on the date of substantial completion of the entire project.

2.2.21 Provide preconstruction advisory services to check and coordinate Ice Rink Systems related drawings, details and specifications with all other documents so that the Contractor can guarantee that the final Construction Documents are fully

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coordinated and that all required scope is complete and code compliant as it relates to Ice Rink Systems Work required to be performed in this Work Category.

2.2.22 Provide all electrical equipment and installations required for a fully functioning system, excluding emergency power.

2.2.23 All mechanical and electrical systems installations to comply with applicable codes and building officials.

2.2.24 Provide balancing and adjusting of hydronic systems.

2.2.25 Provide Ice Rink Insulation System complete with vapor barriers.

2.2.26 Provide a complete water heating system.

Dasher Boards:

2.2.27 Provide all engineering and submit all Submittals to the Construction Manager. The Dasher System is to comply with current NHL (National Hockey League) standards and regulations for professional hockey rink.

2.2.28 Provide all layout for the work of this contract. Provide as-built drawings of the completed system.

2.2.29 Provide a complete dasher board system with prefabricated aluminum frames and plastic covering, include kick strip and sill covers.

2.2.30 Provide Player Gates, Access Gates and Machine Gates as specified complete with hardware.

2.2.31 Provide all glazing with supports as specified.

2.2.32 Provide all player, penalty box and scorer's table boxes complete with benches and scorers table, and side dividers.

2.2.33 Provide shielding for players, penalty and time keeper boxes.

2.2.34 Provide ice dams as indicated.

2.2.35 Provide two (2) portable judge's boxes including goal lights. Coordinate with electrical subcontractor.

2.2.36 Provide glass handling device.

2.2.37 Provide official line markings for red, blue and goal lines,

2.2.38 Comply with current arena football standards and regulations.

2.2.39 Provide dasher, glazing, and storage cart component identification as specified.

2.2.40 Provide complete inventoried owner's maintenance stock as specified. Attic stock materials are to be packaged, palletized, and clearly marked. Also, provide all special tools required for maintenance.

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2.2.41 Provide preconstruction services to check and coordinate Ice Rink Dasher Systems related drawings, details, and specifications with all other Ice Rink documents so the Subcontractor can guarantee the final construction documents are fully coordinated and all required scope is complete and code compliant as it relates to Ice Rink Dasher System Work.

2.2.42 See Mandatory Alternate Section for Water Treatment System Alternate and Additional Alternate information regarding Dasher Board Glazing.

SCOPE OF WORK – EXCLUSIONS ICE FLOOR SYSTEM/DASHER BOARDS:

2.2.43 Previously awarded Bid Package's No. 1, 2, 3, and 4 Scopes of Work dated June 6, 2007, August 28, 2007, November 2, 2007, and January 31, 2008 respectively, are attached for reference.

2.2.44 Slab on grade outboard of column line A.

SCOPE OF WORK –ICE FLOOR SYSTEM/DASHER BOARDS ALLOWANCES:

2.2.45 The Ice Floor/Dasher Board Contractor shall include a bid package allowance of $15,050 to be used at the sole discretion and approval of the Construction Manager.

2.3 **VERTICAL TRANSPORTATION (ELEVATORS/ESCALATORS):**

2.3.1 Provide all vertical transportation as shown and noted in the contract documents, including but not limited to, the following:

Elevators: ES1, E2, and E4 (Quantity 2)
Escalators: ESC1, ESC2

Installation and submittal sequence of elevators and escalators shall be as follows:

ES1, E2, E4 (Quantity 2), ESC1, ESC2

The Vertical Transportation bidders shall submit with their bids pit drawings for the elevators and escalators.

2.3.2 Confirm dimensions of elevator/escalator shafts, pits, etc., and verify required clearances and notify the Construction Manager immediately of any deviations. The Vertical Transportation Contractor shall be responsible for any costs resulting from failure to notify the Construction Manager of any such conflicts between elevator equipment requirements and conditions set forth by the Contract Documents.

2.3.3 Furnish and install all steel as required beyond the slab edge angle, to support sills, and elevator/escalator frames. Include grouting of the above as required for a complete installation.

2.3.4 Embeds or inserts as required to anchor elevator rail brackets to concrete block masonry elevator shaft walls may be furnished only, for installation by the Masonry Contractor. Responsibility for assuring proper installation of such inserts or embeds

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remains with the Vertical Transportation Contractor. Embeds shall be required for installation into the masonry walls on or about July 15, 2008.

2.3.5 All electrical work as specified (and not by the Electrical Contractor). See specifications for limits.

2.3.6 Provide complete coordination and interface of the operation of elevators and escalators with installation, pre-testing, and testing of the emergency mode/Fire alarm operation, building management and security systems by other contractors.

2.3.7 Obtaining and payment for all required state and local permits and inspections, including the Certificate of Operation and temporary operating permits.

2.3.8 Service Elevator ES1 will be used as temporary materials hoists during construction. The Vertical Transportation Contractor is to maintain this permanent elevator as a temporary material hoist for the duration of the project, including all protection (cars, doors, frames, shafts between cars, etc.). This protection is to be coordinated with and be acceptable to the Construction Manager, and is to be installed, maintained, and removed by the Vertical Transportation Contractor.

For the temporary use of the elevator provide fully protected temporary cabs. Protection shall be minimum 5/8 plywood. Dismantle when no longer required and restore car to like new condition.

The date of temporary construction use of this elevator shall be no later than January 9, 2009.

2.3.9 All scaffolding and unloading, distribution, and hoisting of material and equipment is to be included.

2.3.10 Replacement of any shaft and/or pit temporary fall protection removed during the elevator/escalator installation is the responsibility of the Vertical Transportation Contractor. Replacement shall be done immediately.

2.3.11 Vertical Transportation Contractor is responsible for all layout required for the performance of its work.

2.3.12 Warranty shall not be affected by temporary use of the elevators. The warranty for all elevators/escalators will begin at substantial completion of the project on or about August 15, 2009.

2.3.13 ***Please note that the 5-year continuing maintenance proposal(s) shall NOT be included as part of your lump sum quotation for this project. This request for proposal shall be provided with your bid, however, separately from your quotation for this scope of work.***

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SCOPE OF WORK – EXCLUSIONS VERTICAL TRANSPORTATION:

2.3.14 Previously awarded Bid Package's No. 1, 2, 3, and 4 Scopes of Work dated June 6, 2007, August 28, 2007, November 2, 2007, and January 31, 2008 respectively, are attached for reference.

2.3.15 Concrete Elevator/Escalator pits.

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SCOPE OF WORK –VERTICAL TRANSPORTATION ALLOWANCES:

2.3.16 The Vertical Transportation Contractor shall include a bid package allowance of $12,200 to be used at the sole discretion and approval of the Construction Manager.

2.4 **UNDERGROUND PLUMBING:**

2.4.1 Furnish and install all items listed in this scope of work to make a complete working system unless otherwise noted. All underground sanitary and storm from 5 feet outside the building line to rough-in location.

2.4.2 Review all contract documents and coordinate work with respective trades.

2.4.3 Engineering, layout and control as required completing the respective work items of this bid package.

2.4.4 All testing and inspections required for this scope of work as listed in the specifications. All copies of the field reports and test logs shall be copied and submitted to the Construction Manager. The Plumbing contractor shall notify the Construction Manager immediately of any and all non-conforming inspection/test results.

2.4.4 This 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 material. PLEASE NOTE: Due to the limited amount of lay down space onsite materials shall be delivered and installed as required for no more than 5 working days.

2.4.5 It is this contractor's responsibility to provide and layout all sleeves, openings, floor penetrations, and whatever openings that may be required to perform this work.

2.4.6 Trenching, excavation, bedding, placement, backfill and compaction of any and all plumbing scope of work and in accordance with the drawings and specifications. All excavations shall be backfilled with premium granular fill and compacted per the specifications. Please note that the building pad is comprised of approximately 10-12' of 304 stone which could be utilized as backfill, any excess shall remain onsite in a location identified by the Construction Manager.

2.4.7 Cleaning, flushing, testing, and disinfection (as applicable) of all plumbing systems is the responsibility of the Plumbing Contractor. Cleaning, flushing, testing, and disinfection procedures will be in accordance with the contract specifications.

2.4.8 Provide and install all pipe, equipment, supports and framing as shown or required for a complete and functional system. This is to include all floor drains, area drains, trap primers (including ½" CW from trap primers down below floor to floor drain primer tap), etc as shown on the contract documents.

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2.4.9 ***DO NOT INCLUDE - The 3000 gallon grease interceptors and piping is not to be provided under this contract. The requirement for this grease interceptor is being deleted.***

2.4.10 Provide all plumbing fixtures as indicated on the plumbing schedule and as indicated on the contract documents, excluding the following drains provided by the CIP Concrete contractor:

- TD-1 located between column line 5 & 6 on column line A
- Trench Drains into Rooms 10108, 12908, 12602, and 12702

2.4.11 The Underground Plumbing contractor shall furnish and install all floor drains located in the Event Level slab on grade, Concourse Level structural pan slab, and Club/Suite Level structural pan slab with the Cast-In-Place Concrete contractor. This shall include providing any sleeves/box-outs that may be required in addition to the floor drain for the CIP Concrete contractor to locate into their forming system.

The final connection to the floor drains at the Concourse Level and Club/Suite Level shall be by the Mechanical Contractor at a later date. It is this contractors responsibility to allow for the final connection to the floor drains.

Please note that the drawings series of P101, P102, P103, P301, P302, P303, and drawing P603 are being provided ONLY to identify floor drain locations. No other work associated with these drawings are to be included within the quotation.

2.4.12 The Underground Plumbing Contractor shall include an allowance for 150' of 2" natural gas to be picked up in the Alley at the East edge of the project site and run into the building. Final locations and details to be provided at a later date.

2.4.12a No Underground Plumbing shall be routed inside column line A, as this area will be for the Ice Systems ONLY.

SCOPE OF WORK – EXCLUSIONS UNDERGROUND PLUMBING:

2.4.13 Previously awarded Bid Package's No. 1, 2, 3, and 4 Scopes of Work dated June 6, 2007, August 28, 2007, November 2, 2007, and January 31, 2008 respectively, are attached for reference.

2.4.13a As noted during the Pre-Bid Meeting, the Plumbing Fixtures shown on the Plumbing Schedule shall only apply to the requirements of this scope of work.

SCOPE OF WORK – UNDERGROUND PLUMBING ALLOWANCES:

2.4.14 The Underground Plumbing Contractor shall include a bid package allowance of $50,000 to be used at the sole discretion and approval of the Construction Manager.

2.4.15 The Underground Plumbing Contractor shall include a bid package allowance of $20,000 for the work associated with the grease interceptor as shown at the loading dock. The final size of the interceptor TBD.

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2.5 **UNDERGROUND ELECTRICAL:**

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

2.5.2 Review all contract documents and coordinate work with respective trades.

2.5.3 Engineering, layout and control as required for completing the respective work items of this bid package. Electrical Contractor shall be required to coordinate with Toledo Edison (Randy Swope – 419-249-5218) for proper location within the manholes and any cost associated with Toledo Edison's assistance in this procedure.

2.5.4 All testing and inspections required for this scope of work as listed in the specifications. All copies of the field reports and test logs shall be copied and submitted to the Construction Manager. The Electrical contractor shall notify the Construction Manager immediately of any and all non-conforming inspection/test results.

2.5.5 This 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 material. PLEASE NOTE: Due to the limited amount of lay down space onsite materials shall be delivered and installed as required for no more than 5 working days.

2.5.6 It is this contractor's responsibility to provide and layout all sleeves, openings, floor penetrations, and whatever openings that may be required to perform this work.

2.5.7 Trenching, excavation, placement, backfill and compaction of any and all electrical scope of work and in accordance with the drawings and specifications. All excavations shall be backfilled with premium granular fill and compacted per the specifications. Please note that the building pad is comprised of approximately 10-12' of 304 stone which could be utilized as backfill, any excess shall remain onsite in a location identified by the Construction Manager.

2.5.8 Furnish and install the grounding system consisting of ground rods, ground cable, conduit and cad welds as indicated on drawings E-100.01 – E-100.04, Key Notes 1-5, 10-12, and the project specifications. In addition to the columns grounded on drawings, caissons at column line D/10 and D/9.5 have a #6 bar extending out of the top of the caisson for connection to the ground loop.

2.5.9 Furnish and install the communication systems consisting of manholes, pull-boxes, conduit, etc. as indicated on drawings E-100.01 – E-100.04 and Key Notes 6-9.

~~2.5.10 Furnish and install new premium service feeder conduit between the existing Toledo Edison manholes as shown on drawings E-100.01 and E-100.04~~.
THE ABOVE SCOPE OF WORK ITEM HAS BEEN DELETED.

2.5.11 Furnish and install all underground electrical conduit as shown and noted on the contract documents. Underground Electrical contractor shall be required to provide a layout of all conduit locations prior to installation. Also, shall be required to provide detailed as-built drawings with locations and measurements of each underground conduit run.

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2.5.12 Please note the requirement of Key Note item 3 to provide an 1-1/2" PVC conduit within the cast-in-place concrete column to bond the ground loop to the low roof steel.

2.5.13 The Underground Electrical Contractor shall be responsible for the proper installation of all underground conduits, as if they were the future Electrical Contractor. Any improper installations discovered during the pulling of distribution feeders in the future Electrical package shall be the responsibility of the Underground Electrical Contractor to pay for and correct.

2.5.13a No Underground Electrical shall be routed inside column line A, as this area will be for the Ice Systems ONLY.

2.5.13b The underground electrical associated with SV100 is to be included within this scope of work.

2.5.13c The Underground Electrical contractor shall assume the conduits from MS1 and MS2 on drawing E101 will be routed under grade beam GB401. Please note the bottom of grade beam in this location is 93'-4", approximately 10' deep excavation. This excavation shall be backfilled with engineered flowable fill (i.e. K-Crete).

SCOPE OF WORK – EXCLUSIONS UNDERGROUND ELECTRICAL:

2.5.14 Previously awarded Bid Package's No. 1, 2, 3, and 4 Scopes of Work dated June 6, 2007, August 28, 2007, November 2, 2007, and January 31, 2008 respectively, are attached for reference.

2.5.15 Electrical Distribution Equipment

SCOPE OF WORK – UNDERGROUND ELECTRICAL ALLOWANCES:

2.5.16 The Underground Electrical Contractor shall include a bid package allowance of $100,000 to be used at the sole discretion and approval of the Construction Manager.

PREVIOUSLY AWARDED SOW

3. **ALTERNATE INSTRUCTIONS:**

3.1 Bidders shall submit Alternates with the Bid Proposal stating the difference in price from the Lump Sum "Base Bid" for adding, substituting, omitting or changing the following materials, construction or conditions of the Contract from that shown on the Drawings and/or specified in the General Documents.

3.2 The difference in price shall include all omissions and adjustments as may be necessary, because of each change, substitution or omission.

3.3 Price for alternates shall be submitted on Form of Proposal, Section 00400.

3.4 Voluntary Alternates are NOT PERMITTED.

4. ALTERNATE DESCRIPTIONS:

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Ice System/Dasher Board Alternate:

4.1 The water treatment system, described in Specification Section 236764 – Ice Conditioning Equipment, Part 2.2, is an Alternate. The base system consists of the Tools and Equipment and a water heating system without water treatment for the Zamboni fill station. Please identify ADD for Water Treatment on Form of Proposal, Section 00400.

4.2 Dasher Board Glazing.
1. Base Bid: Acrylic as specified in Division 11 Section "Dasher Boards" for end and side wall spectator shield glazing.

2. Alternate: Tempered and laminated low-reflectance glass meeting the other performance and detail criteria specified in Division 11 Section "Dasher Boards." Basis of Design: "OptiView" by Pilkington Glass, in two ¼" layers laminated to manufacturer's standard clear interlayer. Alternate is for side board spectator shield glazing only. Taller end glazing to remain Acrylic as specified in Base Bid.

5. HOURS OF WORK:

5.1 Starting times shall be based on local time in effect.

5.2 The terms of any collective bargaining agreement to the contrary notwithstanding, all trades shall observe the starting times established by the Contractor.

a. The Contractor reserves the right to advance or delay scheduled changes in starting time to respond to changes in the effective date of Daylight Saving Time and Standard Time.

5.3 If the Contractor is directed by the Construction Manager to perform certain portions of other items of work on a premium time basis, the Contractor's charges for such work shall be based on the actual premium wages paid for such overtime, over and above cost of straight time wages, plus payroll charges applicable thereto, plus the cost of direct additional expenses relating to the overtime work. No allowance shall be added for Contractor profit and overhead.

Underground Plumbing and Electrical Contractors shall anticipate some overtime as coordination with the Cast-In-Place Concrete Contractor is required.

5.4 It is further understood and agreed, however, that overtime work made necessary by Contractor's failure to meet or anticipate dates previously agreed upon in the Contract or Construction Schedules, shall be at the sole cost and expense of the Contractor.

PREVIOUSLY AWARDED SOW

** ***PLEASE NOTE THAT THE MANDATORY PRE-BID CONFERENCE WILL BEGIN AT 9:00 AM ON MARCH 12, 2008 AT SEAGATE CONVENTION CENTRE, LOCATION OF THE ROOM WILL BE POSTED INSIDE THE SEAGATE CENTRE THE DAY OF THE MEETING.*** **

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JOB NAME: LUCAS COUNTY MULTI-PURPOSE ARENA
JOB LOCATION: TOLEDO, OHIO
LATHROP JOB NO.: 1382200
DATE: MAY 20, 2008
Revision No. 3 – Dated June 18, 2008

SCOPE OF WORK/MANDATORY ALTERNATES 00220

BID PACKAGE NO. 6
CORE & SHELL

BID DUE DATE: JUNE 25, 2008
BID ITEMS 2.1 – 2.10 @ 10:00 AM LOCAL TIME
BID ITEMS 2.11 – 2.14 3:00 PM LOCAL TIME

MANDATORY PRE-BID CONFERENCE DATE: MAY 28, 2008
BID ITEMS 2.1 – 2.10 @ 9:00 AM LOCAL TIME
BID ITEMS 2.11 – 2.14 1:30 PM LOCAL TIME

PREVIOUSLY AWARDED SOW

1. **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 Multi-Purpose Arena Bid Package #6 – Core & Shell.***

1.1 Trade permits and or licenses required to perform this type of work at this location, complete with inspections, associated fees (i.e. tap fees), special permits (i.e. street opening/curb cut permit).

1.2 Construction materials testing shall be provided and paid for by others.

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.

1.5 Hardhats and safety glasses must be worn at all times by all personnel while on the construction site. Delivery drivers shall also be required to have on the required PPE prior to entering the site. All employees shall be required to wear highly visible/reflective vest while working onsite.

1.6 The Construction Manager will minimally require the following safety items prior to commencement of work on-site.

a. All work shall be completed in conformance with all applicable OSHA, and all other governmental and municipalities standards.

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b. The Construction Manager must be provided with the name of your on-site responsible safety person. Provide verification of training (minimum required OSHA 30 hour).

c. Hazardous communications program/MSDS submitted to the Construction Manager prior to commencement of work.

d. Written company ***SITE*** specific safety program must be submitted to the Construction Manager prior to starting work on site. This Contractor will be required to comply with all applicable Project specific safety standards as attached within the Lucas County Multi-Purpose Arena Bid Package.

e. Job Hazard Analysis (JHA) must be provided to the Construction Manager prior to commencement of each task this contractor is required to perform to accomplish this scope of work. Daily Job Safety Analysis (JSA) must be performed prior to start of each new shift and provided to the Construction Manager.

f. Safety tool box talks shall be conducted and turned in weekly to the Construction Manager.

g. All cranes and operators must have appropriate certifications, inspections, etc. as required.

h. Fall protection as required to provide conformance with project wide six (6) foot fall protection requirements.

i. Documentation of all training required by OSHA shall be available at all times for verification by the Construction Manager.

1.7 Shop drawings, product data samples, and all other required submittals as per the project specifications are required.

1.8 Compliance with requirements of governing codes, ordinances and agencies is a project requirement.

1.9 All personnel shall attend an approximately 1-hour orientation before beginning work on site at which time they will be required to present a valid drug free card from a third party program administrator.

1.10 Notification of public agencies as required for testing and inspections.

1.11 The cost of materials incorporated into the construction is exempt from State of Ohio sales tax.

1.12 Compliance with the CM-CIP requirements as stipulated within the General Conditions of the Contract for Construction.

1.13 The importance of a site visit during the bid is emphasized in order to become familiar with the existing conditions and their affect on the performance of the work of this contract. No allowances shall be made for any conditions which could have been determined by a site visit.

Site visits are to be scheduled with the Construction Manager's Project Superintendent:

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Joe Zunk – Project Superintendent
Office Phone: 419-321-5028
Mobile/Cell phone: 419-467-4157

1.14 Coordinate new work with existing utilities and the work of other trades in the area of construction.

1.15 Engineering, layout and control work as required to complete the respective work items. The Construction Manager prior to the work of this contract has establish benchmarks and control lines.

1.16 This Contractor shall make the necessary provisions (e.g., tire scrub, stone mat, sweeping (wet vacuum), etc.) to control dirt/debris/mud from leaving the project area via truck tires onto all site access ways. This Contractor shall provide all labor, material and **on-site** equipment to perform daily (or as necessary) street cleaning of all streets on or adjacent to the site. The above must include street sweeps, water spray trucks, flagmen, etc., to maintain a safe and clean operation at all times. If adjacent streets become dirty by other non-construction traffic due to "tracking" of debris related to your operations, it is this Contractor's responsibility to maintain and clean roadway to level acceptable to the Construction Manager and the Owner.

1.17 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.

1.18 Street Obstructions: All streets, sidewalks, alleys 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 including the City of Toledo Department of Transportation and the Police Department 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.

1.19 Portable toilet facilities shall be provided and paid for by the Owner.

1.20 Any access to work areas for individual contractors beyond the access roads as defined shall be the responsibility of the individual contractors.

1.21 A material/personal hoist will not be provided for the project. All hoisting shall be provided by the Contractor requiring same.

1.22 Temporary power will be available while this contractor is onsite, see the Site Logistics plan for location of temporary power. Each individual contractor is responsible for the cost of hook up. Trailers shall not be permitted to have electric heat.

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1.23 Prime Contractors will be allowed space for one (1) 8' x 30' project trailer to be located as directed by the Construction Manager. Project trailers shall bear no company names or signs of the Prime Contractor and/or its affiliations and shall be generic in nature (i.e. all grey or all white). All costs associated with contractor trailers are the responsibility of the individual Contractor.

In addition, some of the major prime contractors requiring additional space will need to find office space off-site (i.e. Metal Studs, Plumbing, Mechanical/HVAC, and Electrical)

1.24 Parking is not available on-site, and is the responsibility of each contractor and their employees to locate parking, include the cost of same in quotation.

1.25 Extra caution is to be taken when working next to the Huntington Bank parking lot and entryway. This parking lot shall be maintained and kept open during business hours. The construction fence must be maintained around this and all other areas at all times.

1.26 Each Contractor shall include an allowance of $150/month for the duration of their contract for access to Turnertalk for submission of RFI's, etc.

1.27 All inspectors, visitors, suppliers, etc must be met at the Lathrop "Safety" trailer and accompanied by the company being inspected or persons that they are there to visit. All visitors are to sign in prior to entering the project site.

1.28 This is a "LEED" registered project. The bidders shall have a good understanding of the USGBC requirements for sustainable building and the dedication to assist in its success for this project. Including but not limited to the reporting of waste management, low emitting materials such as sealants, paints, adhesives, etc. air quality during construction, commissioning, recycled materials, regional materials, rapidly renewable materials and any other requirements mentioned in the specifications and shown on the project drawings and specifications.

***** The apparent low bidder(s) shall be prepared to make a post bid presentation to the Construction Manager and other members of the Project Team. The presentation should include key project staff (i.e. Project Manager, Project Superintendent) and shall discuss the bidder's project approach, estimate, schedule, etc. Presentations are scheduled for the week of June 30, 2008 within the Construction Manager's SeaGate Convention Centre office. *****

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2. SCOPE OF WORK - INCLUSIONS:

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 Lucas County Multi-Purpose Arena Contract Documents.

The following items are excerpted 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:

2.1 **MASONRY:**

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

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Spec. Number	Description		Spec. Number	Description
04 2000	Exterior Unit Masonry		04 2001	Interior Unit Masonry
04 2113	Brick Masonry		04 2223	Architectural CMU's
04 7000	Manufactured Masonry		04 7200	Glass Unit Masonry
04 7313	Calcium Silicate Manufactured Stone Masonry		07 1900	Water Repellents
07 2100	Thermal Insulation			

***** The Bid Package No. 4 Cast-In-Place Concrete Contractor has installed foundation masonry at the perimeter to include 12" inside and the 8" block outside to extend masonry from the grade beam elevation to Event Level finish floor. Approximate elevations and scope of this masonry work are shown on the attached drawing S101, dated 4/29/08. The Masonry Contractor shall extend the exterior masonry from this elevation including vertical dowels and grouting cores. Include removing and disposing of temporary plywood cap covering the foundation masonry. *****

2.1.1 Engineering and layout from controls on each floor as provided by others. Any field measurements, as required.

2.1.2 Furnish and install all concrete block, utility brick, glass block, ground faced CMU's, cast stone, copings, and accent bands, etc…as shown and specified in the contract documents.

Please note the masonry requirement for the Utility Yard Screen Wall on sheet L103 and the Rain/Water Wall on sheet A611B. The Rain/Water Wall will continue along Madison Ave. and end at the Roulet Building as shown on sheet L101.1.

2.1.3 Built-in flashings, weeps, accessories, etc.

2.1.4 Furnish and install vertical and horizontal reinforcing steel, including but not limited to Detail J13/S005. Please note that these dowels shall be drilled and epoxy into the slab on grade throughout the Event Level.

Please note the additional requirements throughout the structural drawings. Also, S101C indicates the approximate location of masonry wall reinforcing posts throughout the Event Level that the Masonry Contractors shall anticipate and accommodate into their work. The reinforcing posts will be furnished and installed by the Miscellaneous Steel Contractor. See post details on sheet S529.

2.1.5 Install all miscellaneous steel and embeds per the following:

- Loose lintels-furnished by others.
- Anchor bolts-furnished by others.
- Furnish and install all connections to concrete, masonry to masonry, and structural steel, including all fasteners, as required.
- Brick support angles-furnished by others.
- Furnish and install lateral support angles at top of masonry walls, including fasteners. Reference additional requirements on S006.
- Elevator hoist beams, provided by Elevator Contractor.

2.1.6 Provide openings in masonry walls for other trades.

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2.1.7 Provide and install grouting to include the following:

- Bond beams.
- Cavity walls.
- Hollow metal door frames.
- Block cells.

2.1.8 Scaffolding as required including all required tie off, guardrails, and toe-boards.

2.1.9 Temporary bracing of walls as required per Local, State, and Federal standards.

2.1.10 Provide and install insulation per the contract documents.

2.1.11 This contract to include clean-up and protection per the following:

- General daily clean-up with all debris to be hauled off site and legally disposed of off site. This contractor will not be permitted to use project general dumpster and shall provide their own debris dumpster, location to be determined by the Construction Manager.
- Concrete floor protection and cleanup as required. Please note that the Event & Concourse Levels concrete floor is the finished product and EXTREME caution shall be taken to ensure the floor is returned in the same condition as received.
- Clean masonry surface as required to receive finish as specified.

2.1.12 Hoisting of all materials as needed, coordinate all deliveries with the Construction Manager. Storage of materials shall consist of no more than one weeks work.

2.1.13 Provide sample panels, mock-ups and walls as specified.

2.1.14 Provide water repellents complete per the following:

- Block and brick to receive water repellants per block and brick manufacturers instructions.
- Test for moisture content to insure surface is sufficiently dry.
- Protect adjoining work as required.
- Coordinate with adjacent surfaces i.e. caulking, to make sure they have cured before sealer is applied or that caulking will adhere if preformed after sealer is applied.
- Apply per manufacturers written instructions.
- Cleanup as required after application.

2.1.15 Furnish and install all angles including fasteners, required fire proofing, etc. at the top of all masonry walls as shown and noted on the contract drawings and specifications.

2.1.16 All expansion joint assemblies and control joints in masonry walls. Including all caulking complete as per the drawings and specifications.

2.1.17 Provide special shapes as specifically indicated on drawings.

2.1.18 Provide and install Cast Stone Copings.

2.1.19 Storage and protection of masonry units and all associated materials as required. Cover all stored masonry units and laid up walls from exposure to rain, DAILY. Also, all sand used for

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mortars shall be laid on and covered with visqueen/plastic film to protect from exposure to rain. Masonry units shall be kept elevated and without contact with the ground.

SCOPE OF WORK – EXCLUSIONS MASONRY:

2.1.20 Previously awarded Bid Package Scopes of Work, attached for reference.

SCOPE OF WORK – MASONRY ALLOWANCES:

2.1.21 The Masonry Contractor shall include a bid package allowance of $45,000 to be used at the sole discretion and approval of the Construction Manager.

2.2 MISCELLANEOUS METALS:

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

Spec. Number	Description		Spec. Number	Description
05 5000	Exterior Metal Fabrications		05 5001	Interior Metal Fabrications
05 5101	Metal Stairs		05 5213	Exterior Pipe & Tube Railings
05 5214	Interior Pipe & Tube Railings		05 5300	Metal Gratings
05 7000	Exterior Decorative Metal		05 7001	Interior Decorative Metal
05 7300	Decorative Metal Railings		05 7500	Exterior Decorative Formed Metal
05 7501	Interior Decorative Formed Metal			

PREVIOUSLY AWARDED SOW

2.2.1 Detail, fabricate, deliver, and install all miscellaneous metals.

2.2.2 Provide all fabrication and erection drawings as required.

2.2.3 This Contractor is responsible for field measurements as required.

2.2.4 Provide erection of all non-embedded items.

2.2.5 Detail, fabricate, galvanize (as shown or specified) and deliver for installation by others all embedded items per the following:

- Embedded anchor bolts and fasteners as indicated.
- Brick and block lintels.
- Masonry ledge angles.
- Beam and plate lintels, S102C & S103C ONLY

2.2.6 Furnish and install all pipe and tube handrails, drink rails, including all steel rods, balusters, phenolic core panels, stainless steel brackets, etc. All exterior materials to be galvanized with prime paint and all interior to be black iron prime painted. Core drilling and grouting for the installation of all handrails is part of this work.

Handrail Types: RT-1 (Sleeve by Cast-In-Place Contractor), RT-2 (Halfen Channel by Precastor), RT-3 (Angle/Sleeve Assembly by Structural Steel Contractor), RT-4 (Core Drill

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by Misc. Metals Contractor), RT-5 (Solid Surface/Glass Rail by Curtain Wall/Glazing Contractor, Tube Steel by Misc. Metals Contractor), RT-6 (Glass Rail by Curtain Wall/Glazing Contractor, Tube Steel by Misc. Metals Contractor), RT-7 (Halfen Channel by CIP & Precastor), RT-8 (Core Drill by Misc. Metals Contractor), RT-9 (Core Drill by Misc. Metals Contractor), RT-10 (Core Drill by Misc. Metals Contractor), RT-11 (Halfen Channel by Precastor), RT-12 (Sleeve by CIP Contractor), RT-13 (Core Drill by Misc. Metals Contractor), Railing at Press Booth, G1/A742 (Tube Steel and Counter support by Misc. Metals Contractor, Glass Rail by Curtain Wall/Glazing Contractor), Drink Rail M1/A742 (Plastic Laminate by Others)

Please note the list above is for general understanding and shall not be deemed as all inclusive, there are railing indicated throughout the documents which are the Miscellaneous Metals Contractors responsibility to include.

2.2.7 Furnish and install complete stairs S2A and S4A, including but not limited to all pipe and tube rails, self supporting glass guardrail, precast treads, stainless steel tube, etc as shown and noted within the contract documents.

2.2.8 Furnish and install the Southwest and North Entry canopies complete, including all channel, metal deck, break metal frame and finish trim, support pipe, etc as shown on sheet A605.

2.2.9 Miscellaneous metal responsibility matrix shall be furnished as part of an Addendum.

2.2.10 Overhead door steel door frames, heads, and jambs to be detailed, fabricated, and installed.

2.2.11 Furnish and install the following miscellaneous items:

- Masonry Wall Reinforcing Posts, reference S101C, S102C & S529
- Four (4) Elevator Sump Pit Covers
- Four (4) Elevator Metal Access Ladders.
- Utility Yard Gate
- Marshalling Area Swing Gates
- Chain-link fencing and gate along east alley/Port Lawrence parking garage
- Corner guards located on concrete/precast column or masonry walls
- Stainless Steel column enclosures, reference Stair S2A, Catering/Banquet, Entry Lobby 11802, South Lobby 21903, and Club Lounge 32201
- Steel support at all counters/glass handrails

2.2.12 This contractor shall, after erection, clean all steel of any clay, mud, or any other foreign materials, and touch up leaving all materials in suitable condition to receive finish paint.

2.2.13 Remove/rework, and disposal, as necessary, of temporary wood handrails to OSHA Standards during the installation of the permanent railings.

PREVIOUSLY AWARDED SOW

SCOPE OF WORK – EXCLUSIONS MISCELLANEOUS METALS:

2.2.14 Previously awarded Bid Package Scopes of Work, attached for reference.

2.2.15 The following items shall not be include in the Miscellaneous Metals Scope of Work:

- Beam & Plate Lintels on S101C

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- Steel Elevation S730, S731, S732

SCOPE OF WORK –MISCELLANEOUS METALS ALLOWANCES:

2.2.16 The Miscellaneous Metals Contractor shall include a bid package allowance of $100,000 to be used at the sole discretion and approval of the Construction Manager.

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2.2.17 Include an allowance of $15,000 for a chain-link fence to be installed in the Event Level storage areas as directed by the Construction Manager.

2.3 GENERAL TRADES:

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

Spec. Number	Description		Spec. Number	Description
06 1054	Interior Misc. Rough Carpentry		08 1113	Exterior HM Doors and Frames
08 1114	Interior HM Doors and Frames		08 1416	Flush Wood Doors
08 3513	Folding Doors		08 3800	Traffic Doors
08 7100	Door Hardware		08 7113	Automatic Door Operators
10 2113	Toilet Compartments			

2.3.1 All rough carpentry work complete per the following:

- All miscellaneous blocking in stud walls for toilet room accessories, handrails (i.e. RT-6) cabinets, TV brackets, etc. See Structural drawings S101C, S102C, & S103C for additional blocking requirements.
- All blocking/plywood substrates at parapets, facias, Press Room 21402 elevated floor (3/4" Fire-Treated), etc. Please note that all wood blocking/plywood in contact with the roofing system is by the roofing contractor.
- All fasteners required

2.3.2 All caulking complete per the following:

- Door frames in masonry and drywall
- Protection during curing period
- Excludes caulking of precast and cast-in-place concrete work

2.3.3 All doors, frames, and finish hardware per the following:

- All hollow metal frames and borrowlites
- Hollow metal and wood doors
- Door hardware, keying
- All storage, staging, and transportation of materials as required
- Cylinders for Aluminum doors

2.3.4 All special doors per the following:

- Access doors and frames.

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- Operable Partitions.
- All doors to include operators as indicated. At motor controlled operators in this contract shall include the control station and all control wiring. Electrical contractor will be responsible for single source power wiring at motor only.

2.3.5 Provide specialties per the following:

- Visual Display Surfaces
- Toilet Compartments
- Toilet accessories including the mirror units.
- Metal lockers.
- TV Brackets

2.3.6 The General Trades Contractor shall include the labor, tools, and equipment to perform demolition of the existing pedestrian bridge to allow for tie-in of the structural steel, metal siding, and glazing systems. Reference sheet A624.

SCOPE OF WORK – EXCLUSIONS GENERAL TRADES:

2.3.7 06 4023 – Interior Architectural Woodwork

2.3.8 Previously awarded Bid Package Scopes of Work, attached for reference.

SCOPE OF WORK – GENERAL TRADES ALLOWANCES:

2.3.9 The General Trades Contractor shall include a bid package allowance of $16,000 to be used at the sole discretion and approval of the Construction Manager.

2.3.10 Provide an allowance of $65,000 for miscellaneous caulking and fire stopping as required and as directed by the Construction Manager.

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2.4 GENERAL REQUIREMENTS:

2.4.1 Furnish labor, materials, and equipment as required to provide temporary construction services in the allowance amounts shown below. These allowance amounts reflect estimated values for the project against which actual costs will be incurred on a time and material basis. All pay applications will be substantiated with time sheets and/or invoices from vendors/suppliers/other. All field labor crews, equipment rentals, material purchases, etc. shall be scheduled at the sole direction of the Construction Manager.

The General Requirements Contractor is competitively bidding their overhead and profit for managing this general requirements contract. This shall be all inclusive for costs related to administering this contract, including all overhead, profit, insurance, (other than provided under the CMa-CIP), small tools, etc. and represents the competitive fee upon which the contract award will be made. This mark-up will be applied to the total cost of all labor, materials, goods and services itemized on each pay application.

Direct Labor:

- Include an allowance amount of $500,000 of general labor.

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Vendor Supplied:

- Include an allowance amount of $100,000 for final cleaning, misc. equipment rentals, i.e. forklifts, scissor lifts, etc.

Consumable Materials:

- Include an allowance amount of $150,000 for items such as temporary protection of finished work, temporary construction of walk-ways, weather protection, etc.

Instructions for filling out the Bid Form for the General Requirements Bid Item:

Example:
Starting with the above noted estimated volume for this bid item of $750,000, apply a mark-up percentage for all costs associated with performing the scope of the services described here-in. This total then becomes the "Lump Sum Price for the Work" where indicated on the bid form. As an example:

Volume	*$750,000.00*
Mark-Up 10%	*$75,000.00*
Lump Sum Price for the Work	*$825,000.00*

2.5 **METAL SIDING:**

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

Spec. Number	Description		Spec. Number	Description
07 4213	Metal Wall Panels		07 4216	Insulated Core Metal Wall Panels
07 7100	Roof Specialties			

2.5.1 This Contractor to provide and install all metal wall panel systems, complete. Including all prefinished metal copings, break metal w/plywood sheathing, flashing, trim, corners, closures, joint sealants, etc (whether shown on the drawings or not) required for a complete, warranted and watertight installation.

Please note the requirements for the metal panels at the Pedestrian Bridge, reference sheet A624 and the Entry Canopies.

2.5.2 All fasteners, clips, girts, metal framing, hat channel, misc. iron support steel, furring, blocking, bracing, etc. necessary to attach the metal panels to the structural frame are to be included. All bracing and supports must be attached directly to structural members.

2.5.3 All caulking in contact with the work of this contractor shall be provided and installed by this contractor.

2.5.4 All expansion joints in contact with Metal Panels shall be provided and installed by this contractor – including vertical framing, blocking, insulation, joint covers, etc.

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2.5.5 Provide openings (on site if necessary) for all penetrations through metal panels and/or copings. Seal the penetrations as necessary to maintain the aesthetics and performance required by the contract documents.

2.5.6 Include costs for twelve (12) additional penetrations (for items not shown on the contract documents, such as support steel for signage, security system conduit, etc) to be cut-out and repaired after the metal panel systems are complete. These penetrations are in addition to those required for any electrical conduit, security cameras supports, etc. which are included in the contract documents and the base scope of work.

2.5.7 Mock ups as required.

2.5.8 This contractor shall submit shop drawings showing the intended placement sequence or locations of their installed work in compliance with the approved and coordinated sequencing of the structure. Note that masonry, curtain wall, and metal stud installation occurs concurrently with metal panel installation in the schedule.

2.5.9 Any loads introduced into the building by this Contractor's operations must have prior approval of the Structural Engineer. Any shoring or reinforcing system required must be submitted and signed by a Professional Engineer. All of these expenses should be included in the bidder's cost.

2.5.10 The Work under this Scope shall be installed in a manner that does not damage or remove spray-on-fireproofing on the structural steel. All contractors and their subcontractors shall take care not to damage spray-on-fireproofing, and shall be responsible for all fireproofing repair work should it be damaged by their operations.

2.5.11 The building structure will be installed to industry standard or specified tolerances; it is the Metal Panel contractor's responsibility to provide any necessary shims and/or to adjust the panel supports as necessary for installation at the design elevations.

2.5.12 All contractors shall deliver no more than one (1) week supply of their materials to the jobsite and shall arrange and include in their bid amount, the cost to store materials offsite, if necessary to comply with this requirement. All material shall be coordinated with the Lathrop Project Superintendent a minimum of one (1) week prior to delivery. A reasonable amount of relocation of that material, once initially delivered and stored shall be expected and included in the cost of this contract.

PREVIOUSLY AWARDED SOW

SCOPE OF WORK – EXCLUSIONS METAL SIDING:

2.5.13 Previously awarded Bid Package Scopes of Work, attached for reference.

SCOPE OF WORK – METAL SIDING ALLOWANCES:

2.5.14 The Metal Siding Contractor shall include a bid package allowance of $15,500 to be used at the sole discretion and approval of the Construction Manager.

2.6 **ROOFING:**

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

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Spec. Number	Description		Spec. Number	Description
07 1413	Hot Fluid Applied Rubberized Asphalt Roofing		07 2100	Thermal Insulation
07 5423	TPO Roofing		07 7100	Roof Specialties
07 7129	Manufactured Roof Expansion Joints			

2.6.1 Include all engineering, material, and labor necessary to deliver complete weather-tight roofing systems as indicated on the contract documents. All expansion assemblies, flashing, counter-flashings, cleats, adhesives, seaming material, fasteners, insulation, reglets, vapor retarders, pitch pockets, boots, walk-way pads, etc. required to achieve a complete weather-tight and warranted system are included in this contract.

- This shall include all work associated with the gutter details indicated on sheet A620 and the Southwest and North Entry Canopy roofs as shown on sheet A605.
- Please note the roofing requirements at the Pedestrian Bridge, reference sheet A624 and A626. This work shall include any demolition/rework of the existing roof to ensure a complete interfaced and watertight installation.
- All flashings/drip edges/fascia shall be required to match the adjacent materials as shown on the contract documents.

2.6.2 Plywood and wood blocking shown on the contract documents in contact with the roof membrane, roofing insulation, or other roofing materials/accessories is to be supplied and installed by this contractor. Any additional shimming, blocking, nailers, etc. beyond that shown on the drawings that the roofing contractor or material supplier deem necessary to properly install the roofing work above (such as blocking under cant strips) is also to be supplied and installed by this contractor.

This shall include the anchor bolts/pins for attachment of other materials.

2.6.3 Include winter and weather protection as required for your products and your work. Snow and water removal in areas this contractor intends to work is part of this scope of work. Include sandbags or other wind protection to prevent materials blowing or being sucked off the roof by strong winds.

2.6.4 All boots, flashings, counter flashings, flashing caps, etc. around mechanical, plumbing, electrical and structural penetrations are included. Permanently seal all penetrations. Refer to Mechanical, Electrical and Plumbing drawings for locations and specific penetration details. Coordinate all roof penetrations with the applicable contractors, including attending coordination meetings as deemed necessary by the Construction Manager.

2.6.5 Furnish and install snow and ice guards as shown and/or noted on the contract documents.

2.6.6 Include temporary roofing of roof curbs: curbs will be furnished and installed by others, assume 16” tall curbs until notified otherwise. This contractor will be responsible for removal and disposal of temp roofing immediately prior to installation of equipment.

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2.6.7 All roofing insulation required to properly drain the roof is included. Include crickets, pre-formed saddles, tapered edge strips, fasteners, protection board, etc. as required for a complete assembly. Shop drawings of insulation installation and fastening patterns are required.

2.6.8 Flashing and sealing of roofing to parapets is included. All cant strips are to be formed and provided as specified, detailed, and as required by the Roofing Manufacturer.

2.6.9 Furnish and install the architectural paver system at Terrace 32001. Please note the Alternate of an Architectural Paving System at the Future Plaza Area.

2.6.10 Provide a temporary fall protection system for Roofing operations in compliance with the OSHA Standards.

2.6.11 Furnish and install an eight foot (8') wide protection surface, suitable for placing on top of the roofing and for supporting the scaffold of the metal panel installer. Sample protection would be 5/8" plywood with 1" extruded insulation glued to the bottom. Submit proposed detail for preventing material from being lifted by wind. Include removal and disposal of temporary surface when directed by the Construction Manager.

2.6.12 Provide sufficient excess material along perimeter of roof to "flap over" parapets and metal panel assemblies. This material to be temporarily fastened while awaiting the completion of the vertical walls – note that the use of loose weights is strictly prohibited. Installation to be completed once the parapets and metal panel work is complete. Coordination and comeback costs to keep pace with the completion of the metal panel soffits are included.

2.6.13 Include all costs for twenty-four (24) 12"x12" additional penetrations (for items not shown on the contract documents, such as support steel for signage, tie-off anchors, etc) to be cut-out and repaired to manufacturer's specification after the roof is complete. These penetrations are in addition to those required for any electrical conduit, plumbing vents, etc. which are included in the base contract, whether shown on the roof plans or not.

2.6.14 Roofing contractor is to figure on providing a temporary water tight seal between the roofing and roof deck in both quads 2 and 3 starting at column line 4 and stopping at column line 23. The location of the seal will be located approximately 12 feet off "A" line running east and west and "A / B" line running north and south.

SCOPE OF WORK – EXCLUSIONS ROOFING:

2.6.15 Previously awarded Bid Package Scopes of Work, attached for reference.

SCOPE OF WORK – ROOFING ALLOWANCES:

2.6.16 The Roofing Contractor shall include a bid package allowance of $14,000 to be used at the sole discretion and approval of the Construction Manager.

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2.7 **SPRAY-ON FIRE PROTECTION:**

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

Spec. Number	Description		Spec. Number	Description
07 8100	Applied Fireproofing			

2.7.1 All layout and field engineering required for the performance of this work, including protection of reference points and replacement of such points that are lost or damaged during the execution of this work.

2.7.2 Where needed, supply temporary ladders, hoisting and scaffolding for this work.

2.7.3 Execution and thicknesses of spray-on-fireproofing are to meet the required UL system ratings and ASTM requirements as specified in the Contract Documents.

2.7.4 Mock-up area is to be installed as indicated in Specification.

2.7.5 Examine substrates to receive spray-on-fireproofing in order to ensure that they are suitable for application. Report deficiencies to the Construction Manager at least one week before area is to receive fireproofing.

2.7.6 Provide over-spray protection at adjacent surfaces from spray-on-fireproofing and its byproducts. Include removal of all protection including residue from tape, etc.

2.7.7 Patching of removed safety cables/ rails is included as part of the base bid.

2.7.8 Provide access and repair as necessary to complete testing and inspection of all work.

2.7.9 Test of this work will be the responsibility of the Owner, any retesting of failed areas is the responsibility of this Contractor.

SCOPE OF WORK – EXCLUSIONS SPRAY-ON FIRE PROTECTION:

2.7.10 Previously awarded Bid Package Scopes of Work, attached for reference.

SCOPE OF WORK – SPRAY-ON FIRE PROTECTION ALLOWANCES:

2.7.11 The Spray-On Fire Protection Contractor shall include a bid package allowance of $5,000 to be used at the sole discretion and approval of the Construction Manager.

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2.8 **OVERHEAD DOOR:**

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

Spec. Number	Description		Spec. Number	Description
08 3323	Overhead Coiling Doors		08 3324	Interior Overhead Coiling Doors
08 3326	Overhead Coiling Grilles		08 3613	Exterior Sectional doors

2.8.1 The Overhead Door Contractor shall furnish and install all overhead doors (i.e. Overhead Coiling Doors/Grilles, Sectional Aluminum Framed Glass Doors) in accordance with the project specifications and design drawings including but not limited to the following:

- Include, as required to provide a complete installation, any additional support steel not shown on the design drawings.
- Include all accessories, including but not limited to locks, weather stripping, closures, shims, metal flashing, tracks, operators, etc. to provide a complete installation.

2.8.2 At all areas where the Overhead Door Contractor performs field welding, touch up painting will be performed by the Overhead Door Contractor.

2.8.3 All doors to include operators as indicated. At motor controlled operators this contract shall include the control station and all control wiring. Electrical contractor will be responsible for single source power wiring at motor only.

SCOPE OF WORK – EXCLUSIONS OVERHEAD DOORS:

2.8.4 Previously awarded Bid Package Scopes of Work, attached for reference.

SCOPE OF WORK – OVERHEAD DOOR ALLOWANCES:

2.8.5 The Overhead Door Contractor shall include a bid package allowance of $1,500 to be used at the sole discretion and approval of the Construction Manager.

PREVIOUSLY AWARDED SOW

2.9 **CURTAIN WALL/GLAZING:**

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

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Spec. Number	Description		Spec. Number	Description
07 4213	Metal Wall Panels			
08 4113	Aluminum Framed Entrances and Storefronts		08 4114	Interior Aluminum Framed Entrances and Storefronts
08 4426	Structural Glass Curtain Walls		08 4433	Sloped Glazing Assemblies
08 5123	Steel Windows		08 5653	Security Windows
08 8000	Exterior Glazing		08 8001	Interior Glazing
08 8113	Decorative Glass Glazing		08 9000	Exterior Louvers and Vents
10 7113	Exterior Sun Control Devices			

2.9.1 The Curtainwall, Entrances, Storefronts, Glass & Glazing Work Contract Price shall not be altered for any work that could have been reasonably inferred from the Contract Documents, and shall allow for the following:

2.9.2 Variations to avoid interference and obstructions.

2.9.3 Allow for dimensional and plan changes, as required to fit the requirements of the building and final Architectural details

2.9.4 Connection details are to be designed by the Contractor to accommodate AISC fabrication and erection tolerances.

2.9.5 The Curtainwall, Entrances, Storefronts, Glass & Glazing Work Contractor, hereinafter referred to as the Curtainwall/Glazing Contractor, shall be responsible for taking all necessary field measurements prior to fabrication of all Curtainwall, Entrances, Storefronts, Glass & Glazing Work, to provide for proper fit and coordination with adjoining work of other trades.

2.9.6 Provide all necessary filler plates, shim plates and brake metal, allowing for misalignment or out of tolerance work of prior installations. Include all core-drilling, drilling, cutting, welding and grouting work required to complete the Work included in this scope.

2.9.7 Any loads introduced into the building by this Contractor's operations must have prior approval of the Structural Engineer. The Contractor's methods of shoring, reinforcing, and erection must be submitted and signed by a Professional Engineer. All of these expenses should be included in the bidder's cost.

2.9.8 The Curtainwall/Glazing Contractor will provide all sealants, caulking, joint fillers and gaskets within window wall assemblies and between window wall and adjacent surfaces, including but not limited to, precast, masonry, metal panels, drywall, flooring, etc., as shown on the drawings and wherever required for a weather tight window wall installation.

The Curtainwall/Glazing Contractor will also provide the caulking of the interior joints for the Work under this Scope for the locations noted above. Include caulking at all joints to adjacent materials, even where not indicated on the details of the drawings. Interior caulking joints shall be assumed to be ½" thick, regardless of dimensions indicated on the drawings.

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2.9.9 The Curtainwall/Glazing Contractor will be completely responsible for all erection means, methods, temporary bracing, stability, etc., for the Work under this Scope.

2.9.10 The Work under this Scope shall be installed in a manner that does not damage or remove spray-on-fireproofing on the structural steel. All contractors and their subcontractors shall take care not to damage spray-on-fireproofing, and shall be responsible for all fireproofing repair work should it be damaged by their operations.

2.9.11 The Curtainwall/Glazing Contractor shall provide the necessary protection to keep oil (from lifts, equipment, etc.) off of all floor areas, and will be responsible for any clean-up required due to inadequate protection.

2.9.12 The structural steel contractor and the cast-in-place contractor will install temporary fall protection at all perimeters and openings, and will remove this protection as necessary for the installation of the permanent guardrails and railings. The Curtainwall/Glazing Contractor will be required to follow safety procedures during installation, as required by the Safety Policy in the Policy and Procedures Manual and as required by OSHA and any other Governing Authorities.

2.9.13 All framed windows, curtain wall, louvers and doors that do not have glass lights erected due to broken glass upon delivery, late deliveries, breakage during installation, etc., shall be this Contractor's responsibility to board up temporarily to keep the weather out.

2.9.14 The Curtainwall/Glazing Contractor will furnish and installation all metal panels, louvers, etc. which are to be installed within the curtain wall/glazing assemblies.

2.9.15 The Curtainwall/Glazing Contractor will coordinate with the electrical contractor regarding hook up of power operators and doors that are tied into the electrical systems. The Electrical Contractor shall be responsible for (1) single source power connection to each set of doors all other wiring by this Contractor.

2.9.16 All interior and exterior aluminum-framed entrances and storefronts.

2.9.17 All interior tempered glass doors and fixed side panels, sliding glass doors, glass partitions, and hardware for same. Rail types RT-5 (including Solid Surface materials) and RT-6, steel tube and wood blocking by the Misc. Steel and General Trades Contractors.

** Please note that RT-5 and RT-6 (Glass Handrails) are part of the Curtainwall/Glazing Contractors Scope of Work. For RT-5 and RT-6 the Misc. Steel and General Trades Contractors shall be responsible for the tube steel and wood blocking, however, the Curtainwall/Glazing Contractor is responsible for the "Solid Surface" material for RT-5.**

2.9.18 Exterior aluminum curtain wall system, including all closures, trim, sill, jamb and head flashing, anchors brackets, attachments, accessories, and metal bracing and supports. Also, include specified testing requirements.

2.9.19 All glass and glazing work for interior and exterior entrances and storefronts, curtain wall, hollow metal and wood doors, borrow lites, steel framed windows, security windows, and unframed mirrors.

2.9.20 All aluminum framing systems to include blocking, framing, glass & glazing, and caulking complete to provide a weather tight assembly.

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2.9.21 Thermal blanket insulation and hat channels behind all spandrel glass

2.9.22 Receipt and installation of all louvers integrated in with curtain wall assemblies, which will be furnished by the metal panel contractor.

2.9.23 Provide door hardware and power door operators for all exterior aluminum doors.

SCOPE OF WORK – EXCLUSIONS CURTAIN WALL/GLAZING:

2.9.24 Previously awarded Bid Package Scopes of Work, attached for reference.

SCOPE OF WORK – CURTAIN WALL/GLAZING ALLOWANCES:

2.9.25 The Curtain Wall/Glazing Contractor shall include a bid package allowance of $50,000 to be used at the sole discretion and approval of the Construction Manager.

2.10 METAL STUDS/DRYWALL/CEILINGS/ACOUSTICAL:

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

Spec. Number	Description		Spec. Number	Description
05 4000	Cold-Formed Metal Framing		09 2216	Non-Structural Metal Framing
09 2116.23	Gyp. Board Shaft Wall Assemblies		09 2900	Gypsum Board
09 5113	Acoustical Panel Ceilings		09 5133	Acoustical Metal Pan Ceiling
10 2600	Wall and Door Protection			

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2.10.1 Metal studs, Insulation, and Drywall complete per the following:

2.10.2 Provide all metal stud framing systems complete including all bracing, stiffeners, and accessories necessary to provide a complete system for the following:

- Stud walls
- Fire rated shaft walls
- Ceilings
- Metal furring/hat channels

2.10.3 Provide all framed openings for items, such as, access doors, fire extinguisher cabinets, etc as shown and noted in the contract documents.

2.10.4 Provide all metal stud framing and drywall for all over-built areas located on the Concourse and Suite Levels. Typical sections as shown on sheets A418, A419 and S510.

2.10.5 Layout of walls off control lines at each floor as provided by others.

2.10.6 Expansion joint assemblies complete at stud walls. Control joints/expansion joints as required to meet best industry practices.

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2.10.7 Framing as necessary at horizontal siding.

2.10.8 Provide all wallboard assemblies complete including hanging, taping, finishing, and sanding ready for finish as specified for the following:

- Drywall walls
- Fire rated shaft assemblies
- Drywall ceilings
- Cementations board backer at tile and resinous flooring base
- Fiber reinforced gypsum board assemblies.

2.10.9 Drywall to be ready to accept specified finish. This contract will include any repairs as required to provide an acceptable finish surface.

2.10.10 This contract to include exterior sheathing board and moisture resistant drywall as shown and specified.

2.10.11 Provide all insulation systems per the following:

- All fiberglass thermal insulation
- All fiberglass sound insulation
- Strapping support at insulation as required.

2.10.12 Acoustical ceilings complete per the following:

- Hangers, grid, and ceiling tile.
- Ceiling hangers to attach to structure as required.
- Ceiling contractor shall cut and fit around penetrations such as sprinkler heads as required.
- Ceiling contractor shall provide extra hangers as required at mechanical and electrical fixtures installed in ceiling system.

2.10.13 Furnish and install corner guards as indicated and specified in drywall.

SCOPE OF WORK – EXCLUSIONS METAL STUDS/DRYWALL/CEILINGS/ACOUSTICAL:

2.10.14 Previously awarded Bid Package Scopes of Work, attached for reference.

SCOPE OF WORK –METAL STUDS/DRYWALL/CEILINGS/ACOUSTICAL ALLOWANCES:

2.10.15 The Metal Stud/Drywall/Ceilings/Acoustical Contractor shall include a bid package allowance of $35,000 to be used at the sole discretion and approval of the Construction Manager.

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2.11 **FIRE PROTECTION:**

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

Spec. Number	Description		Spec. Number	Description
21 05 00	Common Work Results for Fire Suppression		10 44 13	Fire Extinguisher Cabinets
21 08 00	Commissioning of Fire Suppression System		10 44 16	Fire Extinguishers
21 13 00	Fire Suppression Systems		21 13 19	Preaction Suppression Systems
21 90 00	Fire Suppression System Project Closeout			

2.11.1 Furnish and install the complete Fire Protection System including main, distribution and sprinkler piping, equipment, supports, framing, local alarm/control panels, access panels and fixtures as specified, shown or required to make a complete working system. Provide a count of sprinkler heads with the bid.

2.11.2 Provide and submit the Fire Protection design and obtain permit approval for occupancy including all submittals to approval authorities, the Owner's insurance carrier and Engineer through the Construction Manager. Apply for the General Fire Protection permit will be thru the Lucas County Building Regulation with fees paid for by the Owner. Any other specialty permits will be paid for by this contractor.

2.11.3 Furnish and install the fire pump and jockey pump with controls and alarms.

2.11.4 Furnish and install dry sprinkler heads / pennants in walk-in refrigerators and freezers as specified, shown or required.

2.11.5 Furnish and install dry fire protection systems for the loading dock and staging areas as specified, shown or required.

2.11.6 Furnish and install pre-action fire protection systems as specified, shown or required.

2.11.7 Review all contract documents and coordinate work with respective trades. The plumbing, fire protection and electrical contractors are to attend coordination meetings and provide information as required to incorporate complete systems into the coordination drawings by the HVAC Mechanical contractor in (BIM) 3D Auto CAD format. These drawings are to be accepted and signed by the HVAC Mechanical, Plumbing, Fire Protection, Food Service and Electrical contractors.

2.11.8 Engineering, layout and control as required to complete the respective work items of this bid package. Coordinate all electrical requirements with the electrical contractor.

2.11.9 Provide and coordinate the cleaning, flushing, testing and inspections required for this scope of work and building occupancy. All copies of the field reports and test logs shall be copied and submitted to the Construction Manager. The Fire Protection contractor shall

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notify the Construction Manager immediately of any and all non-conforming inspection/test results.

2.11.10 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 at least one week prior to delivery at the jobsite.

2.11.11 Due to the limited amount of space on site this contractor must utilize an offsite location for their project office and long term storage if required. Materials shall be delivered and installed as required for no more than 5 working days.

2.11.12 Furnish and install fire stopping as required or provide smoke seal for all floor and wall penetrations to meet UL assembly requirements. Provide a presentable finish.

2.11.13 Contractor is responsible to provide and layout for all sleeves, openings, floor penetrations, and any core drilling required for the installation of his work.

2.11.14 Seismic – All elements of the fire protection systems shall be installed in accordance with the latest building codes to withstand seismic forces. Design, coordinate, furnish and install the facility classified as Seismic Use Group I, Zone factor 0.75, Site Coefficient 1.2 and importance factor 1.0

2.11.15 Provide permanent fire extinguishers and cabinets. Coordinate installation of the fire extinguisher cabinets with the metal stud, drywall and masonry contractors. See specification 10 44 13 & 10 44 16 and Architectural drawings

SCOPE OF WORK – EXCLUSIONS FIRE PROTECTION:

2.11.16 Previously awarded Bid Package Scopes of Work, attached for reference.

2.11.17 Note that the Kitchen and Servery exhaust hood fire protection systems are not included in this contract

SCOPE OF WORK – FIRE PROTECTION ALLOWANCES:

2.11.18 The Fire Protection Contractor shall include a bid package allowance of $10,000 to be used at the sole discretion and approval of the Construction Manager.

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2.12 **PLUMBING:**

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

Spec. Number	Description		Spec. Number	Description
22 05 00	Common Work Results For Plumbing		22 30 00	Plumbing Equipment
22 07 00	Plumbing Insulation		22 40 00	Plumbing Fixtures
22 08 00	Commissioning Of Plumbing		22 90 00	Plumbing Project Closeout

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22 10 00	Plumbing Piping			
22 11 23	Domestic Water Booster			
22 21 23	Natural Gas Systems			

2.12.1 Furnish and install all items listed in this scope of work and contract documents to make a complete working system. Note work already completed in the Underground Plumbing Contract.

2.12.2 Apply for plumbing permit thru the Lucas County Building Regulations. Cost for this permit will be by the Owner. Any other specialty permits will be paid by this contractor.

2.12.3 Furnish and install hot and cold domestic (city) potable water main, distribution and recirculation piping, equipment, supports, framing, water heaters, water meter, pumps, trap primers, insulation and fixtures from the 6" flanged main in Domestic Water Entry Pump Room #10902. Startup, balance, commissioning and training for the water service.

2.12.4 Furnish and install all natural gas main and distribution piping, gas meter/meter setup, equipment, supports, framing, fixtures and equipment connection from the 2" natural gas supply located in outside the building by Room #10803. Commission gas service.

2.12.5 Furnish, install and maintain gas service and equipment for temporary heat. Coordinate with the Construction Manager for relocation or system removal. Provide for Six (6), 2" connection points with shutoff valves for temporary heat. Provide caps after use.

2.12.6 Furnish and install all roof storm drain and overflow piping, drains, downspout nozzles, supports, framing, insulation and connections to installed piping and drains. Provide insulation of all roof drain traps and pipe from the traps to the drains.

2.12.7 Furnish and install all sanitary and grease sewer piping, equipment, supports, framing, trap primers, sump pumps, fixtures, insulation and connection to installed piping. This includes drain lines from roof mounted Air Handling Units. Insulate drain traps associated with equipment condensate.

2.12.8 Furnish and install supply and make-up piping connection to all owner, contractor and vendor laundry and mechanical equipment, such as boilers, to make them operational.

2.12.9 Review all contract documents and coordinate work with respective trades. The plumbing, fire protection and electrical contractors are to attend coordination meetings and provide information as required to incorporate complete systems into the coordination drawings by the HVAC Mechanical contractor in (BIM) 3D Auto CAD format. These drawings are to be accepted and signed by the HVAC Mechanical, Plumbing, Fire Protection and Electrical contractors.

2.12.10 Engineering, layout and control, as required for completing the respective work items

2.12.11 Furnish, install, layout and coordinate with other trades and Construction Manager all sleeves, openings, floor penetrations, and any core drilling for openings required. Provide steel lintels for masonry openings larger than 2'-0".

2.12.12 Cleaning, flushing, disinfection, testing and inspections required. All copies of the field reports and test logs shall be copied and submitted to the Construction Manager. The

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contractor shall notify the Construction Manager immediately of all non-conforming inspection/test results.

2.12.13 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 at least one week prior to delivery on site.

2.12.14 Due to the limited amount of space on site this contractor must utilize an offsite location for their project office and long term storage if required. Materials shall be delivered and installed as required for no more than 5 working days.

2.12.15 Trenching, excavation, bedding, placement, backfill and compaction of any and all plumbing scope of work and in accordance with the drawings and specifications. Excavated 304 material will remain on site for use as backfill.

2.12.16 Seismic – All elements of the mechanical systems shall be installed in accordance with he latest building codes to withstand seismic forces. Design, coordinate, furnish and install the facility classified as Seismic Use Group I, Zone factor 0.75, Site Coefficient 1.2 and importance factor 1.0

2.12.17 Furnish and install all plumbing fixtures as indicated on the plumbing schedule and as indicated on the contract documents, excluding the following drains provided and installed by the CIP Concrete contractor and Underground Plumbing contractor:

- TD-1 located between column line 5 & 6 on column line A
- Trench Drains into Rooms 10108, 12908, 12602, and 12702
- FD-1 floor drains in the Event level slab on grade and, Concourse and Club level cast in place concrete pan slabs.

Make connections to these installed floor drains and provide trap primers as indicated. Caulk all plumbing fixtures to walls and counter tops with a presentable finish.

2.12.18 Provide fire stopping as required or smoke caulk seal for all floor and wall penetrations to meet UL assembly requirements. Provide a presentable finish.

2.12.19 Provide all concrete equipment pads as specified, shown or required for this work.

2.12.20 Contractor shall take care not to damage spray on fire proofing. Cost for excessive patching shall be the responsibility of this contractor.

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SCOPE OF WORK – EXCLUSIONS PLUMBING:

2.12.21 Previously awarded Bid Package Scopes of Work, attached for reference.

SCOPE OF WORK – PLUMBING ALLOWANCES:

2.12.22 The Plumbing Contractor shall include a bid package allowance of $30,000 to be used at the sole discretion and approval of the Construction Manager.

2.12.23 The Plumbing Contractor shall include a bid package allowance of $50,000 to be used at the sole discretion and approval of the Construction Manager for overtime.

2.13 **HVAC MECHANICAL:**

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

Spec. Number	Description		Spec. Number	Description
23 05 01	Mechanical and Electrical Coordination		23 33 00	Ductwork Accessories
23 05 02	Basic Mechanical Requirements		23 34 00	Fans
23 05 03	Basic Mechanical Materials And Methods		23 37 00	Air Inlets And Outlets
23 05 13	Motors and Starters		23 40 00	Air Cleaning
23 05 21	Pipe And Pipe Fittings		23 51 00	Flue Systems
23 05 22	Piping Accessories		23 52 00	Boilers
23 05 23	Valves		23 62 13	Air-Cooled Condensing Units
23 05 29	Pipe Supports And Anchors		23 64 13	Low Temperature Hot Water Driven Vapor Absorption Chiller
23 05 30	Electronic Speed Controllers		23 64 16	Centrifugal Water Chillers
23 05 48	Vibration Control		23 65 00	Cooling Towers
23 05 53	Mechanical Identification		23 67 61	Ice Rink Refrigeration And Piping
23 05 93	Test-Adjust-Balance		23 67 62	Rink Floor
23 07 00	Mechanical Insulation		23 67 63	Ice Rink Insulation
23 08 00	Building Mechanical System Commissioning		23 67 64	Ice Conditioning Equipment
23 08 01	Commissioning Agent Requirements		23 72 10	Microturbine Cogeneration Design Build Contract
23 09 00	Building Automation And Automatic Temperature Control Systems		23 72 11	Packaged Engine Generators
23 09 02	Life Safety Systems		23 75 00	Outdoor Air Handling Units With Coils (Modular or Semi-Custom)
23 09 03	Smoke Management		23 82 19	Fan Coil Unit
23 21 13	Hydronic Piping		23 82 39	Heating Terminal Units
23 21 23	HVAC Pumps		23 90 00	Project Closeout
23 23 00	Refrigerant Piping		23 25 13	HVAC System Chemical Treatment
23 25 16	Condenser Water Treating System		23 31 13	Ductwork

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2.13.1 Furnish and install all items listed in this scope of work and contract documents to make a complete working system. Cooling system must be functional by June 5, 2009 for temporary cooling of the building.

2.13.2 Apply for General HVAC/ Mechanical permits with Lucas County Building Regulation with fees paid for by the Owner. Any other specialty permits required will be paid for by this contractor.

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2.13.3 Furnish and install all labor, material, equipment, piping, ductwork, drip pans, pipe and ductwork /roof curb insulation, supports, framing, roof piping and ductwork support system, sound/vibration isolation, access panels, controls including conduit, wiring, devices, startup, balancing, commissioning and training as required for the HVAC Mechanical work as specified, shown or required to make a complete working system. Note; Include "Design Build" Microturbine Heat Production System – See Specification 23 72 10.

2.13.4 Coordination is a major requirement of this scope, refer to specification section 23 05 01 for a full understanding of what is expected as part of this work. Review all contract documents and coordinate work with respective trades as electrical requirements with the electrical contractor.

2.13.5 Provide detailed coordination drawings in appropriate scale on architectural backgrounds in Building Information Model (BIM) 3D Auto CAD format for all ductwork, piping, electrical and data systems complete. Include cost to purchase CAD file drawings from HNTB required for this work. Layout the ductwork to avoid plumbing sloped lines, allow elevation for lighting fixture layer, fire protection layer and piping layer. The plumbing, fire protection, food service and electrical contractors are to attend coordination meetings and provide information as required to incorporate complete systems into the coordination drawings by the HVAC Mechanical contractor. These drawings may be issued by quadrant due to the speed at which the job needs to proceed. Coordination drawings are to be signed-off by the HVAC, Plumbing, Fire Protection and Electrical contractors. A signed-off copy is to be provided to these contractors as well as the Construction Manager along with the electronic CAD version prior to the installation of the work.

2.13.6 Engineering, layout and control as required for completing the respective work items of this bid package.

2.13.7 Provide and coordinate cleaning, flushing, testing and inspections required for this scope of work and building occupancy. All copies of the field reports and test logs shall be copied and submitted to the Construction Manager. Contractor shall notify the Construction Manager immediately of all non-conforming inspection/test results.

2.13.8 This contractor is 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 thru the Construction Manager at least one week prior to arriving at the jobsite.

2.13.9 Due to the limited amount of space on site this contractor must utilize an offsite location for their project office and long term storage if required. Materials shall be delivered and installed as required for no more than 5 working days.

2.13.10 Furnish, install, layout and coordinate with other trades and Construction Manager all sleeves, openings, floor penetrations, and any core drilling for all openings that may be required to perform this work. Provide steel lintels for all openings over 2'-0" in masonry walls.

2.13.11 Furnish and install glycol and other chemical mixes required / specified for the mechanical systems liquid fill and make-up systems.

2.13.12 Seismic – All elements of the mechanical systems shall be installed in accordance with he latest building codes to withstand seismic forces. Design, coordinate, furnish and install the

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facility classified as Seismic Use Group I, Zone factor 0.75, Site Coefficient 1.2 and importance factor 1.0.

2.13.13 All ductwork shall be shipped to the project site on pallets with shrink wrap or heavy mill plastic sheet on open ends to maintain cleanliness and stored off of the floor. All installed ductwork shall have ends covered at all times unless under current installation.

2.13.14 Provide checkout, testing, startup and training for the HVAC equipment including boilers, chillers, air handling units, microturbines, pumps, water treatment systems and temperature controls by the manufacturers or qualified suppliers representatives.

2.13.15 Furnish, install and maintain all filters associated with the HVAC systems throughout construction use. Furnish and install a complete set of new/clean filters after startup for balancing. Furnish and install MERV13 filters for final flush out of the building within two weeks of building turn-over. Furnish a second complete set of filters after balancing is complete as attic stock to the owner.

2.13.16 Provide extended warranties on all permanent equipment, such as cooling /air handling, or heating used temporarily during construction so that the warrantee period for all equipment starts at substantial completion / occupancy slated for September 1, 2009.

2.13.17 Furnish and install exhaust hood ductwork and insulation for the kitchen, commissary and concession area Food Service hood systems.

2.13.18 Furnish and install fire stopping as required or smoke seal for all floor and wall penetrations to meet UL assembly requirements. Provide a presentable finish.

2.13.19 Furnish and install trash chute complete with control system as specified, shown or required.

2.13.20 The spiral duct within the arena bowl is to be scheduled so that its installation can take place during the installation of the high roof trusses starting on August 18, 2008 and the spiral duct installation to start on or around September 1, 2008 and completing on or around October 31, 2008. The coordination of this work must take place between Steel Supply & Engineering, Henry Gurtzwieler, the erector, and this contractor. Any costs for the lifting and positioning will be by this contractor. No additional cranes will be permitted in the arena bowl during the roof truss installation.

2.13.21 Provide all concrete equipment and mechanical pads as specified, shown or required for this work.

2.13.22 Furnish and install custom radiation covers as shown on drawing A714 details L10 & F10.

2.13.23 Contractor shall take care not to damage spray on fire proofing. Cost for excessive patching shall be the responsibility of this contractor.

2.13.24 Furnish and install heat tracing system complete as specified, shown or required.

2.13.25 Schedule Milestone Dates shall be achieved with any associated expediting or overtime cost included in the base bid.

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1. The HVAC equipment scheduled for delivery by January 16, 2009. The HVAC equipment is to be operational to cool the building by June 5, 2009.
2. Fan coil units for Quad #2 Event Level are required on site starting September 1, 2008 with units for the remaining Quads following.

SCOPE OF WORK – EXCLUSIONS HVAC MECHANICAL:

2.13.25 Previously awarded Bid Package Scopes of Work, attached for reference.

SCOPE OF WORK – HVAC ALLOWANCES:

2.13.26 The HVAC Contractor shall include a bid package allowance of $50,000 to be used at the sole discretion and approval of the Construction Manager.

2.13.27 The HVAC Contractor shall include a bid package allowance of $50,000 to be used at the sole discretion and approval of the Construction Manager for overtime.

2.14 **ELECTRICAL:**

Provide all work in this scope per the specifications, Fixture Cut Sheets and Electrical Panel Schedules listed below and the related sections thereof:

Spec. Number	Description		Spec. Number	Description
26 05 01	Mechanical & Electrical Coordination		26 29 13	Motor Controllers
26 05 02	Electrical Requirements		26 32 13	Diesel Generator Sets
26 05 03	Testing		26 36 00	Transfer Switches
26 05 05	Manufacturers		26 41 13	Lightning Protection System
26 05 06	Basic Materials & Methods		26 41 14	Lightning Protection System (E.S.E)
26 05 07	Food Service Equipment Wiring		26 43 13	Transient Voltage Surge Suppression (TVSS)
26 05 10	Project Closeout		26 51 00	Lighting Fixtures
26 05 13	Medium Voltage Cable		26 56 68	Sports Lighting
26 05 19	Wires & Cables		26 56 70	Arena Lighting Fixtures
26 05 26	Grounding			
26 05 29	Supporting Devices		27 11 00	Common work for Communications
26 05 33	Raceways		27 13 01	Fiber Optic Backbone Cabling
26 05 34	Electrical Boxes & Fittings		27 13 02	Telecommunications Backbone Cabling
26 05 36	Cable Trays		27 15 01	Horizontal Cabling
26 05 43	Underground Service and Manholes		27 21 00	Enterprise Network Switching & Routing System
26 05 48	Vibration Isolation Systems		27 41 00	Sound Reinforcement & TV Distribution System
26 05 53	Electrical Identification		27 51 00	Broadcast
26 09 03	Smoke Management			
26 09 33	Architectural Lighting		28 31 00	Addressable Fire Alarm

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	Controls			System
26 09 43	Network Lighting Controls			
26 11 16	Secondary Unit Substations			
26 12 13	Liquid filled Medium Voltage Transformer		1 thru 11	Electrical Underground Conduit "As-Builts"
26 13 13	Medium Voltage Circuit Breaker Switchgear		26 22 13	Low Voltage Transformers
26 23 00	Low Voltage Switchgear		26 24 13	Switchboards
26 24 16	Panelboards		26 24 19	Motor control Centers
26 27 26	Wiring Devices		26 28 16	Motor Disconnects & Fuses
	Appendix "A" Fixture Cut Sheets Panel Schedules – Following Section 28		1 thru 4 1 thru 4	Temporary Lighting Temporary Power Distribution

2.14.1 Furnish and install all items listed in this scope of work to make complete working systems unless otherwise noted. Apply for electrical permit thru Lucas County Building Regulations. General Electric Permit to be paid by Owner. All specialty permits to be paid for by this contractor.

2.14.2 Furnish and install complete electrical power distribution system starting with primary power connection at the Toledo Edison manhole in Jefferson Ave. shown on drawing E100.01. Includes setting the 27KV Medium Voltage Switchgear and Medium Voltage Liquid Filled Transformers supplied by the owner. Note: Include furnishing and installing all underground conduits in Quadrants #1 &#4 and Quadrant #2 south of column line #6 and to BTP Switchboard/ Transformer Located outside the building and all exterior conduits shown on drawings E100.01, E100.02 and E100.04. The Underground Electrical Contractor will install 2-4" conduit from the Toledo Edison Manhole located in Jefferson Ave. to column line D2 exterior screen wall shown on E100.01.

2.14.3 Furnish and install complete electrical power and lighting both interior and exterior of the building with associated E & EL drawings as specified, shown or required. Includes all concrete bases, conduits, supports, devices, equipment, cable, panels, poles, fixtures, wiring, grounding, access panels and labeling. All breakers, switches and disconnects are to be supplied with pad-lockable provisions.

2.14.4 Review all contract documents and coordinate work with respective trades. The plumbing, fire protection and electrical contractors are to attend coordination meetings and provide information as required to incorporate complete systems into the coordination drawings by the HVAC Mechanical contractor in (BIM) 3D Auto CAD format. These coordination drawings are to be accepted and signed by the HVAC Mechanical, Plumbing, Fire Protection and Electrical contractors.

2.14.5 Engineering, layout and control as required for completing the respective work items of this bid package. Electrical Contractor shall be required to coordinate with Toledo Edison (Randy Swope – 419-249-5218) for proper location within the manholes and any cost associated with Toledo Edison's assistance in this procedure.

2.14.6 All testing and inspections required for this scope of work as listed in the specifications. All copies of the field reports and test logs shall be copied and submitted to the Construction

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Manager. The Electrical contractor shall notify the Construction Manager immediately of all non-conforming inspection/test results.

2.14.7 This contractor shall be responsible for receiving, off-loading, loading and proper storage and protection of their materials and equipment into the building. Deliveries are to be coordinated with the Construction Manager at least one week prior to delivery at the jobsite.

2.14.8 Due to the limited amount of space on site this contractor must utilize an offsite location for their project office and long term storage if required. Materials shall be delivered and installed as required for no more than 5 working days.

2.14.9 Furnish, install, layout, verify and coordinate with the other trades and CM all sleeves, openings, floor penetrations, and any core drilling of openings that may be required to perform this work. Note: Penetrations for the seating lighting conduit in the precast shown on drawing E301 Detail C is the responsibility of this electrical contractor. Drill precast in such a manner so as not to spall precast.

Please note that the detail for the aisle step lighting no longer exist on sheet E301, Detail C. The requirement is noted on sheet EL-104B. Further details will be clarified via addendum.

2.14.10 Trenching, excavation, placement, backfill and compaction of any and all electrical scope of work and in accordance with the drawings and specifications. All excavations shall be backfilled with premium granular fill and compacted per the specifications. Please note that the building pad is comprised of approximately 10-12' of 304 stone which could be utilized as backfill, any excess shall remain onsite in a location identified by the Construction Manager.

2.14.11 Furnish and install the complete Fire Alarm System with associated FA-series drawings as specified, shown or required.

2.14.12 Furnish and install the complete Sound Reinforcement and Audio / Video Systems with associated SV-series drawings including all labor, material, conduit, raceway, boxes, racks, devices, cable, wiring, patch cords, final terminations, equipment including loudspeakers, loudspeaker volume controls, television distribution controls, patch panels, connectors, hardware & accessories, power strips, surge protection and installation of equipment furnished by the owner to provide a complete technical system as specified, shown or required. Note: Video equipment including TV monitors will be supplied by the Owner for installation as part of this work. See exclusions 2.14.31

2.14.13 Furnish and install the complete Broadcast and Local Station I/O Enclosures and Information Signage Systems with associated AV-series drawings including all labor, material, conduit, raceways, trays, boxes, devices, racks and power cable / wiring as specified, shown or required. Note: Broadcast cable shown on drawing notes is for the sizing of conduit raceways and tray by the contractor. Broadcast transmission cable will be installed by others.

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2.14.14 Furnish and install Technology / Telephone Systems with associated ET- series drawings including all labor, material, conduit, raceways, tray, cable, wiring, patch cords, boxes, racks, devices, receptacles, patch panels and termination as specified, shown or required to provide a complete system. All Enterprise networking Switching and Routing System equipment, switches, hardware/ software programming and licenses listed in Specification 27 21 00 will be furnished and delivered to the jobsite for this contractor to receive and install. System setup, programming, checkout, startup, commissioning and training will be

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performed by others. The Underground Electrical Contractor will install the single manhole and conduit from Jefferson Ave to the exterior screen wall only shown on "As-Built" drawing E100.01as well as underground Technology conduit within the building footprint shown on drawings E100.02 & E100.03, All other manholes and conduit are to be furnished and installed by this electrical contractor.

2.14.15 Furnish and install complete emergency generator and associated power distribution as specified, shown or required.

2.14.16 Furnish and install complete starters, disconnects, variable frequency drives and overcurrent protection listed in the contract documents, and those provided by others for connection to equipment such as but not limited to fire protection pumps, HVAC equipment, water treatment, micro turbine, plumbing and piping systems. Include connection between the devices and their associated equipment.

2.14.17 Furnish and install connections to owner, contractor and vendor furnished laundry, service, broadcast, building management control, signage, security and communication equipment to make them operational. The work includes power supply and low voltage, conduit, wiring, cable, devices and connections to panels and equipment from distribution panels.

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2.14.18 The Underground Electrical Contractor will provide "As-Built" layout drawings showing conduit locations and measurements prior to feeder installation by this contractor. This work includes installation of grounding, underground feeder conduit and other communication conduit, as well as, additional branch circuit conduit installed in Quadrants #2 & #3 shown on the "As-Built" drawings E100.02 & E100.03 provided in Addendum #1. Underground feeder conduits installed have been sized for aluminum conductors where specified. Additional branch conduits have been installed in the columns and pan slab of the Main Concourse Level as indicated on "As-Built" drawings E102.01, E102.03 & E102.04 dated 6/6/2008.

2.14.19 Provide checkout, testing, startup and video taped training for electrical equipment and systems by the manufacturer's or qualified supplier's representatives.

2.14.20 Furnish attic stock items called out in the specifications. Furnish and install an electrical cabinet containing two (2) fuses for each type disconnect.

2.14.21 Seismic – All elements of the mechanical systems shall be installed in accordance with he latest building codes to withstand seismic forces. Design, coordinate, furnish and install the facility classified as Seismic Use Group I, Zone factor 0.75, Site Coefficient 1.2 and importance factor 1.0

2.14.22 Furnish and install the security system complete with associated SEC drawings including all equipment, conduit, raceways, boxes, cable, wiring and final terminations. Note: cameras and proximity readers shown on drawing SEC-3 and additional items on SEC-1 will be supplied by the owner for installation by this contractor.

PREVIOUSLY AWARDED SOW

2.14.23 Furnish and install lightning protection system complete as specified, shown or required.

Deleted: <#>Furnish and install heat tracing system complete as specified, shown or required.¶

2.14.24 Furnish and install fire stopping as required or smoke sealant for all floor and wall penetrations to meet UL assembly requirements. Provide a presentable finish.

2.14.25 Provide all concrete equipment pads as specified, shown or required for this work.

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2.14.26 Furnish, install, maintain and remove temporary power and lighting as directed by the Construction Manager. Note: Layouts for power panels and lighting have been provided for all 4 building levels with 400A feeds to be installed from 2 existing temporary power panels located outside the building footprint one located north of column 27D and one west of column 10 adjacent to the parking garage.

- Provide 100W caged string lights on 20'-30' centers to achieve a minimum light level of 5 foot candles.
- Provide 400 watt metal halide low bay fixtures and 100 watt metal halide high bay fixtures as shown on the 4 Temporary Lighting layout drawings.
- Provide conduit/feeders and power centers on each level as shown on the 4 Temporary Power Distribution layout drawings with GFI receptacles.
- Provide power as needed for use of elevators at column lines E & 3 at the north side of the arena.

2.14.27 Schedule Milestone Dates shall be achieved with any associated expediting or overtime cost included in the base bid.

1. Electrical Contractor shall have the low voltage switchgear MS1 & MS2, transformers, switchboards and panels shown on E001A & E002 scheduled for delivery by January 9, 2009
2. Shop drawings for MS1 & MS2 showing the incoming and outgoing conduit layout within the enclosure are to be provided no later than August 1, 2008 for conduit installation.
3. Provide and coordinate electrical for the cooling system to be functional by June 5, 2009 for temporary cooling of the building.
4. Provide and coordinate electrical for the service elevator ES1 and passenger elevator ES2 at column lines E & 3 to be functional for construction utilizing temporary power by December 12, 2008. Temporary power for elevator installation must be available by October 6, 2008

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SCOPE OF WORK – EXCLUSIONS ELECTRICAL:

2.14.28 Previously awarded Bid Package Scopes of Work, attached for reference. Note: The Underground Electrical contractor will only install underground conduit within the building footprint in Quad #2 north of column line #6 & and Quad #3 shown on drawings E100.02 & E100.03 and 2 – 4" conduit from the Toledo Edison manhole located in Jefferson Ave to column line D2 exterior screen wall in Quad #1shown on E100.01.

2.14.29 Furnishing Electrical Distribution Equipment including (by Owner):
- Medium Voltage (27KV) Vacuum Breaker Switchgear
- Two (2) Liquid Filled Medium Voltage Transformers

2.14.30 Furnishing Technology / Telephone Systems associated with ET - series drawings including all Enterprise Networking Switching and Routing System equipment, switches, hardware/software programming and licenses listed in Specification 27 21 00. System setup, programming, checkout, startup, commissioning and training are by others.

2.14.31 Furnishing the following Sound Reinforcement & TV Distribution Equipment (by Owner) including receivers, transmitters, antennas, splitter/combiners, compact disc players, tuners, amplifiers, from specification 27 41 00: 2.02 Wireless Microphone System (UHF)

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equipment; 2.03 Program Source Equipment; 2.04 Audio Mixers; 2.05 Amplifiers; 2.06 Compressor/Limiters; 2.07 Amplifiers; 2.08 Computer Control System - Item U - QSC Audio QSC Control only; 2.09 Computer System; 2.10 Network Switches; 2.11 Power Amplifiers; 2.14 Assistive Listening System; 2.15 Production Intercom Systems; 2.16 TV Distribution System – Item N - LCD TV only; 2.23 Portable Equipment; and 2.24 Portable Accessories – through item G.

SCOPE OF WORK – ELECTRICAL ALLOWANCES:

2.14.32 The Electrical Contractor shall include a bid package allowance of $100,000 to be used at the sole discretion and approval of the Construction Manager.

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3. ALTERNATE INSTRUCTIONS:

3.1 Bidders shall submit Alternates with the Bid Proposal stating the difference in price from the Lump Sum "Base Bid" for adding, substituting, omitting or changing the following materials, construction or conditions of the Contract from that shown on the Drawings and/or specified in the General Documents.

3.2 The difference in price shall include all omissions and adjustments as may be necessary, because of each change, substitution or omission.

3.3 Price for alternates shall be submitted on Form of Proposal, Section 00400.

3.4 Voluntary Alternates are NOT PERMITTED.

4. ALTERNATE DESCRIPTIONS:

Masonry Alternates:

3.1 - Cast Stone:

1. Base Bid: Consists of exterior architectural concrete masonry veneer specified in Division 4 Section "Architectural Concrete Masonry Units".

2. Alternate: Provide cast stone masonry veneer as specified in Division 4 Section "Cast Stone Masonry" in lieu of architectural concrete masonry veneer specified in Division 4 Section "Architectural Concrete Masonry Units".

3.2 - Calcium Silicate Manufactured Stone Masonry:

1. Base Bid: Consists of exterior architectural concrete masonry veneer specified in Division 4 Section "Architectural Concrete Masonry Units".

2. Alternate: Provide calcium silicate manufactured stone masonry veneer as specified in Division 4 Section "Calcium Silicate Manufactured Stone Masonry" in lieu of architectural concrete masonry veneer specified in Division 4 Section "Architectural Concrete Masonry Units".

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3.3 - Manufactured Masonry Veneer (Event Level).

1. Base Bid: Integral colored block with burnished block running bands.

2. Alternate: Manufactured masonry veneer applied to combination of integral colored block with burnished block running bands and painted standard grey masonry block.

3.4 - Manufactured Masonry Veneer (Suite Level).

1. Base Bid: Painted gypsum board walls.

2. Alternate: Manufactured masonry veneer applied to gypsum board wall.

Miscellaneous Metals Alternate:

3.5 - Terrazzo Stair Treads.

1. Base Bid: Consists of self-supporting precast concrete stair treads for two (2) ornamental stairs.

2. Alternate: Self-supporting precast terrazzo stair treads for the tow (2) ornamental stairs in lieu of self-supporting precast concrete stair treads.

Roofing Alternate:

3.6 - Roof Terrace Paver System (Suite Level Quad 2).

1. Based Bid: TPO roof system as shown.

2. Alternate: Elevated roof paver system as detailed for base bid roof terrace in Quad 4.

Curtain Wall/Glazing Alternates:

3.7 - Decorative Glass (Event Level Quad 4 Lobby).

1. Base Bid: Painted gypsum board bulkhead in same configuration as shown for decorative glass.

2. Alternate: Decorative glass panels supported by stainless steel plate frame in configuration shown.

3.7.a – Decorative Glass (Event Level Quad 2 Lobby).

1. Base Bid: Painted gypsum board wall in same configuration as shown for decorative glass.

2. Alternate: Decorative glass wall and ceiling panels supported by stainless steel connectors in configuration shown.

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HVAC Mechanical Alternates:

3.8.a – HVAC Alternate "A" – Baseboard Radiation Enclosure.

1. Base Bid: BBR-A1 as scheduled.

2. Alternate: BBR-A1 without enclosure as noted in Remark Note B.

3.8.b – HVAC Alternate "B" – Arena Bowl Ductwork Liner.

1. Base Bid: Duct Liner as Specified in Specification Section 23 31 17, 2.10, E, 7, a

2. Alternate: Duct Liner as specified in Specification Section 23 31 17, 2.10, E, 7, b

3.8.c – HVAC Alternate "C" – Water Chilled Chillers.

1. Base Bid: CH-1 and CH-2 as scheduled on Drawing MEP 002 – "Chiller Schedule – Water Cooled".

2. Alternate: CH-1 and CH-2 as scheduled on Drawing MEP 002 – "Chiller Schedule – Alternate "C" Water Cooled".

Electrical Alternate:

3.9.a – Electrical Lightning Protection:

1. Base Bid: Lightning Protection System as specified in Section 26 43 13.

2. Alternate: Lightning Protection System as specified in Section 26 43 14.

PREVIOUSLY AWARDED SOW

5. HOURS OF WORK:

5.1 Starting times shall be based on local time in effect.

5.2 The terms of any collective bargaining agreement to the contrary notwithstanding, all trades shall observe the starting times established by the Contractor.

a. The Contractor reserves the right to advance or delay scheduled changes in starting time to respond to changes in the effective date of Daylight Saving Time and Standard Time.

5.3 If the Contractor is directed by the Construction Manager to perform certain portions of other items of work on a premium time basis, the Contractor's charges for such work shall be based on the actual premium wages paid for such overtime, over and above cost of straight time wages, plus payroll charges applicable thereto, plus the cost of direct additional expenses relating to the overtime work. No allowance shall be added for Contractor profit and overhead.

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5.4 It is further understood and agreed, however, that overtime work made necessary by Contractor's failure to meet or anticipate dates previously agreed upon in the Contract or Construction Schedules, shall be at the sole cost and expense of the Contractor.

***** PLEASE NOTE THAT THE MANDATORY PRE-BID CONFERENCE WILL BEGIN AT 9:00 AM ON MAY 28, 2008 AT SEAGATE CONVENTION CENTRE, LOCATION OF THE ROOM WILL BE POSTED INSIDE THE SEAGATE CENTRE THE DAY OF THE MEETING.*****

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JOB NAME: LUCAS COUNTY MULTI-PURPOSE ARENA
JOB LOCATION: TOLEDO, OHIO
LATHROP JOB NO.: 1382200
DATE: JULY 29, 2008
REVISION NO. 2 – DATED AUGUST 29, 2008

SCOPE OF WORK/MANDATORY ALTERNATES 00220

BID PACKAGE NO. 7
INTERIOR PACKAGE

BID DUE DATE: SEPTEMBER 4, 2008@ 2:00 PM LOCAL TIME

Deleted: *AUGUST 28*

MANDATORY PRE-BID CONFERENCE DATE: AUGUST 6, 2008 @ 9:00 AM LOCAL TIME

1. **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 Multi-Purpose Arena Bid Package #7 – Interior Package.***

1.1 Trade permits and or licenses required to perform this type of work at this location, complete with inspections, associated fees (i.e. tap fees), special permits (i.e. street opening/curb cut permit).

1.2 Construction materials testing shall be provided and paid for by others.

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.

1.5 Hardhats and safety glasses must be worn at all times by all personnel while on the construction site. Delivery drivers shall also be required to have on the required PPE prior to entering the site. All employees shall be required to wear highly visible/reflective vest while working onsite.

1.6 The Construction Manager will minimally require the following safety items prior to commencement of work on-site.

a. All work shall be completed in conformance with all applicable OSHA, and all other governmental and municipalities standards.

b. The Construction Manager must be provided with the name of your on-site responsible safety person. Provide verification of training (minimum required OSHA 30 hour).

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c. Hazardous communications program/MSDS submitted to the Construction Manager prior to commencement of work.

d. Written company ***SITE*** specific safety program must be submitted to the Construction Manager prior to starting work on site. This Contractor will be required to comply with all applicable Project specific safety standards as attached within the Lucas County Multi-Purpose Arena Bid Package.

e. Job Hazard Analysis (JHA) must be provided to the Construction Manager prior to commencement of each task this contractor is required to perform to accomplish this scope of work. Daily Job Safety Analysis (JSA) must be performed prior to start of each new shift and provided to the Construction Manager.

f. Safety tool box talks shall be conducted and turned in weekly to the Construction Manager.

g. All cranes and operators must have appropriate certifications, inspections, etc. as required.

h. Fall protection as required to provide conformance with project wide six (6) foot fall protection requirements.

i. Documentation of all training required by OSHA shall be available at all times for verification by the Construction Manager.

1.7 Shop drawings, product data samples, and all other required submittals as per the project specifications are required.

1.8 Compliance with requirements of governing codes, ordinances and agencies is a project requirement.

1.9 All personnel shall attend an approximately 1-hour orientation before beginning work on site at which time they will be required to present a valid drug free card from a third party program administrator.

1.10 Notification of public agencies as required for testing and inspections.

1.11 The cost of materials incorporated into the construction is exempt from State of Ohio sales tax.

1.12 Compliance with the CMa-CIP requirements as stipulated within the General Conditions of the Contract for Construction.

1.13 The importance of a site visit during the bid is emphasized in order to become familiar with the existing conditions and their affect on the performance of the work of this contract. No allowances shall be made for any conditions which could have been determined by a site visit.

Site visits are to be scheduled with the Construction Manager's Project Superintendent:

` Joe Zunk – Project Superintendent
Office Phone: 419-321-5028
Mobile/Cell phone: 419-467-4157

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1.14 Coordinate new work with existing utilities and the work of other trades in the area of construction.

1.15 Engineering, layout and control work as required to complete the respective work items. The Construction Manager prior to the work of this contract has establish benchmarks and control lines.

1.16 This Contractor shall make the necessary provisions (e.g., tire scrub, stone mat, sweeping (wet vacuum), etc.) to control dirt/debris/mud from leaving the project area via truck tires onto all site access ways. This Contractor shall provide all labor, material and **on-site** equipment to perform daily (or as necessary) street cleaning of all streets on or adjacent to the site. The above must include street sweeps, water spray trucks, flagmen, etc., to maintain a safe and clean operation at all times. If adjacent streets become dirty by other non-construction traffic due to "tracking" of debris related to your operations, it is this Contractor's responsibility to maintain and clean roadway to level acceptable to the Construction Manager and the Owner.

1.17 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.

1.18 Street Obstructions: All streets, sidewalks, alleys 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 including the City of Toledo Department of Transportation and the Police Department 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.

1.19 Portable toilet facilities shall be provided and paid for by the Owner.

1.20 Any access to work areas for individual contractors beyond the access roads as defined shall be the responsibility of the individual contractors.

1.21 A material/personal hoist will not be provided for the project. All hoisting shall be provided by the Contractor requiring same.

1.22 Temporary power will be available while this contractor is onsite, see the Site Logistics plan for location of temporary power. Each individual contractor is responsible for the cost of hook up. Trailers shall not be permitted to have electric heat.

1.23 Contractors will not be permitted to have a Project Trailer onsite.

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Contractors are permitted to have no more than one (1) weeks supply of material onsite. Any off-site storage of materials is the sole responsibility of the Contractors.

1.24 Parking is not available on-site, and is the responsibility of each contractor and their employees to locate parking, include the cost of same in quotation.

Contractors will not be permitted to have any employee vehicles onsite.

1.25 Extra caution is to be taken when working next to the Huntington Bank parking lot and entryway. This parking lot shall be maintained and kept open during business hours. The construction fence must be maintained around this and all other areas at all times.

1.26 Each Contractor shall include an allowance of $150/month for the duration of their contract for access to Turnertalk for submission of RFI's, etc.

1.27 All inspectors, visitors, suppliers, etc must be met at the Lathrop "Safety" trailer and accompanied by the company being inspected or persons that they are there to visit. All visitors are to sign in prior to entering the project site.

1.28 This is a "LEED" registered project. The bidders shall have a good understanding of the USGBC requirements for sustainable building and the dedication to assist in its success for this project. Including but not limited to the reporting of waste management, low emitting materials such as sealants, paints, adhesives, etc. air quality during construction, commissioning, recycled materials, regional materials, rapidly renewable materials and any other requirements mentioned in the specifications and shown on the project drawings and specifications.

***** The apparent low bidder(s) shall be prepared to make a post bid presentation to the Construction Manager and other members of the Project Team. The presentation should include key project staff (i.e. Project Manager, Project Superintendent) and shall discuss the bidder's project approach, estimate, schedule, etc. Presentations are scheduled for the week of September 1, 2008 within the Construction Manager's SeaGate Convention Centre office. *****

PREVIOUSLY AWARDED SOW

2. SCOPE OF WORK - INCLUSIONS:

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 Lucas County Multi-Purpose Arena Contract Documents.

The following items are excerpted 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:

2.1 MILLWORK/CASEWORK/WOOD LOCKERS:

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

Spec. Number	Description		Spec. Number	Description
05 7501	Interior Decorative Formed Metal (i.e. Window Stools)		06 4023	Interior Architectural Woodwork
09 7200	Wall Coverings		09 9101	Interior Painting

2.1.1 Provide all materials and labor to furnish all required Architectural Woodwork and Lockers as detailed in the contract documents, including but not limited to: cabinets, counter tops and splashes, aluminum window stools, bars and backbars, wood lockers, benches, hanger rods, hanger rails, coat hooks, wall panels, wood paneling, wood handrails, permanent shelving, removable shelving, aprons, sills, trim, hardware, laminate, reinforcement, base, drawers, doors, cabinet backing, plywood, etc. as shown and noted.

2.1.2 Allow for dimensional and/or plan changes to avoid interference or obstructions or as may be required to fit the requirements of the building and final architectural details.

2.1.3 Provide shop drawings indicating all in-wall blocking required for millwork installation. Blocking will be provided and installed by the General Trades Contractor. If any additional support is required after the Drywall is installed, it shall become the responsibility of the Millwork/Lockers Contractor to install the blocking and to repair the wall.

2.1.4 Understand that installation shall be scheduled by area as sequenced by the Construction Manager in order to not delay the progress of other trades. Multiple comebacks as may be required for this coordination and the cost for this shall be included in the price of the Work

2.1.5 Contractor shall provide all materials and labor to furnish all required Architectural Woodwork and Lockers as detailed in the contract documents, including but not limited to: cabinets, counter tops and splashes, window stools, ticket counters, reception counters, bars and backbars, drink rails, lockers, benches, hanger rods, hanger rails, coat hooks, lavatories, wall panels, tongue and groove wood paneling, wood wall base, wood top caps, display cases, trophy cases, A/V cabinets, wood handrails, crown molding, permanent shelving, removable shelving, aprons, sills, trim, hardware, laminate, reinforcement, base, drawers, doors, cabinet backing, and plywood. Counter located within a Concession Stand shall be the responsibility of the Food Service Contractor.

2.1.6 Coordination with general trades and gypsum board contractors so blocking installation does not impede the project schedule.

2.1.7 All required cleaning, repair and field patching of surface finish deficiencies and damage of architectural woodwork as may be caused in fabrication, unloading, installation and other.

2.1.8 All fasteners of style, size, material and finish as required, as well as all anchoring devices, backboard, grounds and shims related to and in conjunction with architectural woodwork. All concealed fasteners, metal hanging clips, etc, as required.

2.1.9 Cutouts as required for plumbing fixtures and pipes, electrical fixtures and conduit, and mechanical piping. This contractor will perform penetrations in the field where necessary.

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2.1.10 Contractor shall furnish and install all caulking, sealants, joint fillers and backer rod for the work of this agreement as required, including caulking of all cabinets, countertops, backsplashes, et cetera, to adjacent materials.

2.1.11 Contractor shall endeavor to have all keying information included on shop drawings for all lockable drawers and cabinets. Locks must be on a Master Key System capable of rekeying. Failure to have the keying and lock locations approved prior to installation may result in re-keying/hardware charges being charged against contractor's contract amount.

2.1.12 Contractors shall deliver no more than one (1) week supply of their materials to the jobsite and shall arrange and include in their bid amount, the cost to store materials offsite, if necessary to comply with this requirement.

2.1.13 This Contractor shall be responsible for and is to provide protection for any and all existing/new construction throughout the building and on the jobsite which may be damaged as a consequence of their work. This includes maintaining the protection means and methods in good working order until the operations of this scope of work are complete, at which time this Contractor shall be responsible for the removal of all protection materials in contact with their work and disposal of protection materials in the appropriate project dumpster.

SCOPE OF WORK – EXCLUSIONS MILLWORK/CASEWORK/WOOD LOCKERS:

2.1.14 Previously awarded Bid Package Scopes of Work, attached for reference. Please reference the Scope of Work for Bid Package No. 6 for items being furnished and installed by the Miscellaneous Metals that may specified in Section 06 4023.

2.1.15 Reference the Drink Rail detail M1/A742, the steel plate and tube steel is furnished and installed by the Miscellaneous Metals Contractor, it shall be the responsibility of this Contractor to furnish and install the balance of this detail.

SCOPE OF WORK – MILLWORK/CASEWORK/WOOD LOCKERS ALLOWANCES:

2.1.16 The Millwork/Casework/Wood Lockers Contractor shall include a bid package allowance of $10,000 to be used at the sole discretion and approval of the Construction Manager.

PREVIOUSLY AWARDED SOW

2.2 ACOUSTICAL LAPENDARY:

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

Spec. Number	Description		Spec. Number	Description
09 7733	Acoustic Baffle System			

2.2.1 Provide and install the acoustic banner system, suspended horizontally from the structural steel roof framing. Refer to sheet A205 for High Roof Overall RCP for locations.

2.2.2 Provide all engineering and shop drawings showing a complete plan layout including structural steel framing, HVAC ductwork, banner size, location, and festoon and suspension methods. Provide complete details of proposed attachment to structural steel

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including loads as reviewed by a Structural Engineer licensed in the State of Ohio. Attachments to the structural steel are subject to review by the project Structural Engineer to ensure compatibility with the structural system.

2.2.3 Provide all product data, samples, and shop drawings required for submittals as noted in the specification. Include calculations noting the total square footage of installed banners.

2.2.4 Acoustical banners to be permanently installed without welding or drilling to the structural steel.

2.2.5 This Contractor is required to maintain the primed finished structural steel roof system free from mud, dirt, or abrasions as part of your work. All steel will be cleaned and/or field primed touch-up as required to repair any and all damage.

2.2.6 This Contractor must coordinate and provide the Construction Manager with all work activities and equipment for use on the ice sheet for approval prior to the start of work. The ice sheet area is not considered a storage or work staging area.

SCOPE OF WORK – EXCLUSIONS ACOUSTICAL LAPENDARY:

2.2.7 Previously awarded Bid Package Scopes of Work, attached for reference.

SCOPE OF WORK – ACOUSTICAL LAPENDARY ALLOWANCES:

2.2.8 The Acoustical Lapendary Contractor shall include a bid package allowance of $5,000 to be used at the sole discretion and approval of the Construction Manager.

PREVIOUSLY AWARDED SOW

2.3 **FLOORING/CARPET:**

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

Spec. Number	Description		Spec. Number	Description
09 6513	Resilient Base and Accessories		09 6517	Linoleum Sheet Flooring
09 6519	Resilient Tile Flooring		09 6566	Resilient Athletic Flooring
09 6813	Tile Carpeting		09 6816	Sheet Carpeting
12 4816	Entrance Floor Grilles			

2.3.1 Provide all necessary equipment, labor, and materials necessary to perform the installation of Resilient Athletic Flooring (ARF), Resilient Flooring (VCT), Carpet (C), Rubber Base (RB), Rubber Flooring (RT), and Linoleum Flooring (A1 & A2) as shown or noted on the Contract Documents.

2.3.2 Provide Entrance Floor Grilles as shown and noted on the Contract Documents.

2.3.2 Provide thorough cleaning of surfaces to receive flooring materials under this scope of work prior to starting work. Note: concrete floor slabs have previously been coated with curing compound which may be abraded to insure adhesion of flooring materials, per manufacturer's recommendations.

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The product applied to the Event & Concourse Levels is Prosoco LS/CS. The Flooring/Carpet contractors shall be responsible to properly prepare the surfaces as required by the Manufacturer's Recommendations to accept the Flooring/Carpet and/or apply a primer to ensure compatibility.

2.3.3 Provide minor floor patching and leveling (not to exceed 2 bags per 100 sq. ft of floor area being covered. Survey all areas to receive items under this scope of work and notify the Construction Manager in writing at least 2 weeks prior to the start of installation of any discrepant conditions that would adversely effect the installation.

2.3.4 Provide a mock up of each type of flooring to be installed as directed by the Construction Manager for approval by the Architect. The mock ups, once approved, will become a part of the finished project.

2.3.5 Provide all setting materials, adhesives, and accessories.

2.3.6 Provide all threshold strips adjacent to the work of this contract.

2.3.7 Provide all transition strips between the floor coverings under this scope of work and other types of floor coverings or bare concrete floors.

2.3.8 Provide heavy Kraft paper or 6 mil plastic covering for completed floors during construction, remove cover just prior to substantial completion of the project and thoroughly clean floors.

2.3.9 Provide sealers as specified.

2.3.10 Provide floor coverings for elevator cabs, stair treads and landings.

2.3.11 Provide expansion joints and expansion joint covers where required in floors on the project.

2.3.12 Provide sealants as required between this work and previously installed surfaces.

2.3.13 Contractor should assume that all millwork will be installed prior to flooring and the flooring subcontractor will be required to install under countertops and terminate to the flooring neatly at cabinets and obstructions without disrupting the pattern or joint alignment.

2.3.14 Contractor shall not be allowed to use the building plumbing fixtures or floor drains for clean-up, wash-out, or other activities that could result in construction materials entering the final building plumbing system. Water will be provided at a location designated by The Construction Manager for this work to occur outside the building.

2.3.15 All Contractors shall deliver no more than one (1) weeks supply of their materials to the jobsite and shall arrange and include in their bid amount, the cost to store materials offsite, if necessary to comply with this requirement.

SCOPE OF WORK – EXCLUSIONS FLOORING/CARPET:

2.3.15 Previously awarded Bid Package Scopes of Work, attached for reference.

SCOPE OF WORK – FLOORING/CARPET ALLOWANCES:

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2.3.16 The Flooring/Carpet Contractor shall include a bid package allowance of $5,000 to be used at the sole discretion and approval of the Construction Manager.

2.4 **TILING:**

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

Spec. Number	Description		Spec. Number	Description
09 3000	Tiling			

2.4.1 Provide all necessary equipment, labor, and materials necessary to perform the installation of Ceramic Tile (CT) as shown or noted on the Contract Documents.

2.4.2 Provide thorough cleaning of surfaces to receive flooring materials under this scope of work prior to starting work. Note: concrete floor slabs have previously been coated with curing compound which may be abraded to insure adhesion of flooring materials, per manufacturer's recommendations.

The product applied to the Event & Concourse Levels is Prosoco LS/CS. The Tiling contractor shall be responsible to properly prepare the surfaces as required by the Manufacturer's Recommendations to accept the Tiling and/or apply a primer to ensure compatibility.

2.4.3 Provide minor floor patching and leveling (not to exceed 2 bags per 100 sq. ft of floor area being covered. Survey all areas to receive items under this scope of work and notify the Construction Manager in writing at least 2 weeks prior to the start of installation of any discrepant conditions that would adversely effect the installation.

2.4.4 Provide a mock up of each type of flooring to be installed as directed by the Construction Manager for approval by the Architect. These mock up once approved will become a part of the finished project.

2.4.5 Provide all setting materials, adhesives, and accessories.

2.4.6 Provide heavy Kraft paper for completed floors during construction, remove cover just prior to substantial completion of the project and thoroughly clean floors.

2.4.7 Provide sealers as specified.

2.4.8 Provide expansion joints and expansion joint covers where required in floors as shown or noted in the Contract drawings.

2.4.9 Provide sealants as required between this work and previously installed surfaces as shown or noted.

2.4.10 Contractor shall not be allowed to use the building plumbing fixtures or floor drains for clean-up, wash-out, or other activities that could result in construction materials entering the final building plumbing system. Water will be provided at a location designated by The Construction Manager for this work to occur outside the building.

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2.4.11 Contractor shall deliver no more than one (1) weeks supply of their materials to the jobsite and shall arrange and include in their bid amount, the cost to store materials offsite, if necessary to comply with this requirement.

SCOPE OF WORK – EXCLUSIONS TILING:

2.4.12 Previously awarded Bid Package Scopes of Work, attached for reference.

2.4.13 Specification Sections: 09 6623 Resinous Matrix Terrazzo Flooring, 09 6723 Resinous Flooring, 09 7500 Stone Facing

SCOPE OF WORK – TILING ALLOWANCES:

2.4.14 The Tiling Contractor shall include a bid package allowance of $5,000 to be used at the sole discretion and approval of the Construction Manager.

2.5 RESINOUS FLOORING:

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

Spec. Number	Description		Spec. Number	Description
09 6723	Resinous Flooring			

2.5.1 Provide resinous flooring complete per the Contract Documents. This shall included the Z-trim shown at the top of Resinous Base, as well as, the resilient transition to concrete floor on sheet I-105.

2.5.2 Provide thorough cleaning of surfaces to receive flooring materials under this scope of work prior to starting work. Note: concrete floor slabs have previously been coated with curing compound which may be abraded to insure adhesion of flooring materials, per manufacturer's recommendations.

The product applied to the Event & Concourse Levels is Prosoco LS/CS. The Resinous Flooring contractor shall be responsible to properly prepare the surfaces as required by the Manufacturer's Recommendations to accept the Resinous Flooring and/or apply a primer to ensure compatibility.

PREVIOUSLY AWARDED SOW

SCOPE OF WORK – EXCLUSIONS RESINOUS FLOORING:

2.5.3 Previously awarded Bid Package Scopes of Work, attached for reference.

SCOPE OF WORK –RESINOUS FLOORING ALLOWANCES:

2.5.4 The Resinous Contractor shall include a bid package allowance of $1,500 to be used at the sole discretion and approval of the Construction Manager.

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2.6 **PAINTING:**

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

Spec. Number	Description		Spec. Number	Description
09 2000	Finish Schedule		09 9100	Exterior Painting
09 9101	Interior Painting		07 1901	Interior Water Repellents
07 8100	Applied Fireproofing		09 9600	High Performance Coating

2.6.1 Provide complete painting of all surfaces as specified or as indicated on drawings

2.6.2 Provide painting of exposed ducts, conduit, piping, hangers and steel where required. Please note that at the Concourse and Suite/Club Level there is an 12" x 12" embed with a tube post that supports the precast that shall be finish painted.

2.6.3 Provide proper prime painting of walls to receive wallcoverings.

2.6.4 Provide painting of stairs and handrails. Include painting of hazard and safety striping (i.e. treads, aisles, etc.), as required.

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2.6.5 Provide painting of exposed miscellaneous steel items, including but not limited to under counter supports.

2.6.6 Provide painting of all exposed structural steel, precast, concrete, mechanical, and other construction located in open ceiling areas other than MEP rooms.

2.6.7 Provide an allowance of 100 man hours in the base bid for touch up of primer on steel items with shop coat of primer paint as directed by the Construction Manager, this allowance shall include the materials required for touch up.

2.6.8 Provide painting of pipe bollards.

2.6.9 Provide all wallcoverings as outlined by the specifications and finish schedule.

2.6.10 Painting Contractor shall furnish and install the interior water repellent on all precast seating treads and risers.

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2.6.11 Painting Contractor shall provide the intumescent and high performance coating of the Trellis as noted on by the drawings (i.e. A548).

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SCOPE OF WORK – EXCLUSIONS PAINTING:

2.6.12 Previously awarded Bid Package Scopes of Work, attached for reference.

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SCOPE OF WORK – PAINTING ALLOWANCES:

2.6.13 The Painting Contractor shall include a bid package allowance of $25,000 to be used at the sole discretion and approval of the Construction Manager.

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2.7 **DIRECTIONAL/WAYFINDING SIGNAGE:**

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

Spec. Number	Description		Spec. Number	Description
	Included on the Drawings			

2.7.1 Provide all necessary equipment, tools, hoisting, accessories, labor, and materials necessary to perform the signage and related work as shown on or inferable from the Contract Documents. The following items are not intended to be an all inclusive listing of work required but shall merely highlight and/or clarify specific items of this scope.

2.7.2 The Design Intent/Bid Package documents attempt to show all the mounting conditions. This Contractor shall field verify all sign mounting locations to identify and resolve any conflicts with the mounting details indicated.

2.7.3 The building electrical contractor will provide 120V or 277V power to a junction box in the vicinity of each electrified sign type. This contract shall provide conduit and wiring from the junction box to the required sign component. The building electrical contractor will make the final connection at the junction box.

2.7.4 Provide all material required for attachment of signs to primary structure. Any required blocking shall be the responsibility of this contractor.

2.7.5 This contract is responsible for the engineering for the scope of this work including shop drawings stamped by an engineer registered in the state of Ohio as required.

2.7.6 Special attention is directed to the specification requirements to provide sign samples of completed signs, as listed.

2.7.7 The schedule requires this Contractor to access structure and deck for attachment points through installed ceilings. This Contractor shall include all costs to remove and reinstall ceilings as required to install the work of this contract.

2.7.8 This Contractor shall repair any spray-on-fireproofing damaged during performance of its work.

2.7.9 Please see below Alternate for Exterior Signage (Sign Types G, including all sub-parts). Please note that the base bid will be for the Interior Wayfinding/Signage Types A-E (including all sub-parts).

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SCOPE OF WORK – EXCLUSIONS DIRECTIONAL/WAYFINDING SIGNAGE:

2.7.10 Previously awarded Bid Package Scopes of Work, attached for reference.

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SCOPE OF WORK – DIRECTIONAL/WAYFINDING SIGNAGE ALLOWANCES:

2.7 11 The Directional/Wayfinding Signage Contractor shall include a bid package allowance of $5,000 to be used at the sole discretion and approval of the Construction Manager.

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2.8 **FIXED/RETRACTABLE SEATING:**

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

Spec. Number	Description		Spec. Number	Description
12 6000	Seating Finish Schedule		12 6100	Fixed Audience Seating
12 6600	Telescoping Stands			

2.8.1 Provide all necessary equipment, tools, hoisting, accessories, labor, and materials necessary to perform all Platform, Retractable, General Admission, Club and Suite Seating, and related work as shown or noted on the Contract Documents.

2.8.2 Provide all row and seat tagging as specified.

2.8.3 Include all scaffolding and unloading, distribution, and hoisting of material and equipment. Provide for a maximum storage in the building not to exceed one (1) week work inventory. Additional off site storage is the responsibility of this Contractor. Delivery shall be in accordance with schedule requirements.

2.8.4 Provide any miscellaneous metal work required for work under this scope, including any required slotted carrier plates to span expansion joints and other anchorage hardware, devices, or brackets required for a complete seating system.

2.8.5 Include any drilling, coring, cutting, or patching required for installation of work under this scope. Provide continuous clean up and dust control during these operations. It is the responsibility of this Contractor to repair any precast concrete caulking and railing damaged during the performance of its work. This shall include any patching necessary required to repair after pull-out tests.

2.8.6 Provide maintenance from the start of installation through final acceptance, including final cleaning and touch-up (as required) of the seating and platforms immediately prior to turnover. Protective bags, 3 mil poly, or other means shall be used as protection during and after installation and prior to punchlist. Removal during final cleaning will be by others.

2.8.7 Provide daily cleanup of all drilling and coring concrete debris to minimize dust in the bowl. Daily consolidation and removal of cardboard shopping boxes and other containers is the responsibility of this Contractor.

2.8.8 Include all extra materials noted in the specifications.

2.8.9 Provide all layout, field measurements, and engineering required for the performance of this work. Layout shall be based on benchmarks established by the Construction Manager. Current conditions should be determined by site visits as required.

SCOPE OF WORK – EXCLUSIONS FIXED/RETRACTABLE SEATING:

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PREVIOUSLY AWARDED SOW

2.8.10 Previously awarded Bid Package Scopes of Work, attached for reference.

SCOPE OF WORK – FIXED/RETRACTABLE SEATING ALLOWANCES:

2.8.11 The Fixed/Retractable Seating Contractor shall include a bid package allowance of $15,000 to be used at the sole discretion and approval of the Construction Manager.

2.9 FOOD SERVICE:

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

Spec. Number	Description		Spec. Number	Description
05 7501	Interior Decorative Formed Metal (i.e. Stainless Steel Countertops)		11 4000	Food Service Equipment
Div. 15	All related Sections		Div. 16	All related Sections

2.9.1 Supply and install all Food Service Equipment complete in accordance with specifications section 11400 and as indicated on the food service drawings including but not limited to the following:

- All food service equipment complete
- Set-up and installation
- Final connections as described below
- Start-up, testing, and training, as required
- All refrigeration systems complete
- Beer and pop systems complete including conduit
- Coordination conduit routings with mechanical and electrical contractors
- Health Department Permit/Approvals
- Provide three (3) copies of Operation & Maintenance Manuals

2.9.2 This contractor is responsible to receive, unload, stage, and store all equipment as required to comply with the project schedule as issued by these documents.

2.9.3 Provide all plumbing, mechanical, fire protection, and electrical as required for the food service equipment, including final connection of all equipment as required.

2.9.4 Furnish and Install all counters within the Concessions. Provide any required cut outs required for recessed items such as soda dispensing equipment, Point of Sale units, etc. Coordinate with the appropriate Vendors for cut out dimensions. Provide any stiffeners and/or supports required.

2.9.5 Immediate review of all mechanical, plumbing and electrical service requirements relative to the food service equipment, and notification of the Construction Manager of concurrence or of any discrepancies found.

Mechanical, plumbing and electrical services/rough-ins have proceeded based upon the requirements of the equipment listed as the base specification, if equipment listed as acceptable alternates that may require modifications to rough-in locations as indicated or as

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installed it is the responsibility of this contractor to include all costs necessary to make required modifications and return any finished areas to original condition.

In addition, if acceptable alternates are substituted for the base specified equipment, it shall be the responsibility of the Food Service Contractor to re-submit equipment product data/specification to the Health Department for approval.

2.9.6 This contractor is responsible for fire stopping of penetrations as required for any of these installations.

2.9.7 All roof penetrations for Food Service work are to be coordinated with the roofing contractor, and shall strictly comply with the requirements of the specified roofing system. The Food Service Contractor is responsible for furnishing and installing all curbs, thimbles, counter flashings, clamping rings, sealants, etc., required at roof penetrations of piping or equipment included in this Work, and will include all temporary roofing protection and clean up after completion of work on the roof.

2.9.8 All final cleaning as required to turn equipment over to Owner shall be included by this contract.

2.9.10 Please note that in a case of conflict in the scope of work that this contract is to include between the technical specification section 11400 and this written scope, the written scope as issued by this section shall be followed.

2.9.11 Furnish and install any kitchen hoods indicated on the mechanical drawings. Supply and exhaust fans, and ductwork is being provided by the HVAC Mechanical Contractor. If any additional hoods and/or fans/ductwork are required this will be the responsibility of the Food Service Equipment contractor.

2.9.12 Protect, and repair if damaged, all finished surface, (i.e. walls, floors, and ceilings previously installed).

As Stated during the Pre-Bid Meeting the following are the current Contractors onsite for Roofing, Plumbing/HVAC Mechanical, Fire Protection, and Electrical:

Roofing: Wolfe's Roofing, Contact Dan Wolfe, 419-666-6233
Plumbing/HVAC Mechanical: Dimech Services, Contact Jim Sheahan, 419-727-0111
Fire Protection: S. A. Comunale, Contact Bob Waskielis Sr., 419-334-3841
Electrical: Romanoff Electric, Contact Dana Hostetler, 419-726-2627

PREVIOUSLY AWARDED SOW

SCOPE OF WORK – EXCLUSIONS FOOD SERVICE:

2.9.13 Previously awarded Bid Package Scopes of Work, attached for reference.

SCOPE OF WORK – FOOD SERVICE ALLOWANCES:

2.9.14 The Food Service Contractor shall include a bid package allowance of $20,000 to be used at the sole discretion and approval of the Construction Manager.

3. ALTERNATE INSTRUCTIONS:

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3.1 Bidders shall submit Alternates with the Bid Proposal stating the difference in price from the Lump Sum "Base Bid" for adding, substituting, omitting or changing the following materials, construction or conditions of the Contract from that shown on the Drawings and/or specified in the General Documents.

3.2 The difference in price shall include all omissions and adjustments as may be necessary, because of each change, substitution or omission.

3.3 Price for alternates shall be submitted on Form of Proposal, Section 00400.

3.4 Voluntary Alternates are NOT PERMITTED.

4. ALTERNATE DESCRIPTIONS:

Platform and Retractable Seating – Option #1:

1. Base Bid: Consists of double-wall blow molded plastic seats with self-rising seat pan for platforms and retractable seating specified in Division 12 Section "Telescoping Stands". Basis of Design: Irwin "Quest" series.

2. Alternate: Provide double-wall blow molded plastic self-rising seat pan with upholstered seat insert as specified in Division 12 Section "Telescoping Stands" in lieu of Base Bid seats. Basis of Design: Irwin "Quest" series.

B. General Admission Seating – Option #2:

1. Base Bid: Consists of double-wall blow molded plastic seats with self-rising seat pan for ~~platforms and retractable~~ General Admission fixed auditorium seating specified in Division 12 Section "Fixed Audience Seating". Basis of Design: Irwin "Patriot" series.

2. Alternate: Provide ~~double-wall blow molded plastic~~ auditorium-style self-rising seat pan with upholstered seat and back inserts as specified in Division 12 Section "Fixed Audience Seating" in lieu of Base Bid seats. Basis of Design: Irwin "Patriot" series.

C. General Admission Seating – Option #3:

1. Base Bid: Consists of double-wall blow molded plastic seats with self-rising seat pan for General Admission fixed auditorium seating specified in Division 12 Section "Fixed Audience Seating". Basis of Design: Irwin "Patriot" series.

2. Alternate: Provide full-rise gravity lift double-wall blow molded plastic self-rising seat pan with upholstered seat in lieu of Base Bid seats. Seat Pan Basis of Design: American Seating "Spirit" seat pan.

D. Club Seating – Option #4:

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1. Base Bid: Consists of auditorium-style self-rising seat pan for Club seating with upholstered seat and back as specified in Division 12 Section “Fixed Audience Seating”. Basis of Design: Irwin “Patriot” series with auditorium-style seat pan.

2. Alternate: Provide full-rise gravity lift double-wall blow molded plastic self-rising seat pan with upholstered seat and back inserts in lieu of Base Bid seats. Seat Pan Basis of Design: American Seating “Spirit” seat pan.

E. Wood Veneer Architectural Woodwork (Suites):

1. Base Bid: Plastic laminate veneer architectural woodwork in all Suites on Main Concourse and Suite Level.

2. Alternate: Wood veneer architectural woodwork. See Finish Schedule and Key.

F. Wood Veneer Architectural Woodwork (Club and Club Lounges):

1. Base Bid: Plastic laminate veneer architectural woodwork in Club and Club Lounges on Suite Level.

2. Alternate: Wood veneer architectural woodwork. See Finish Schedule and Key.

H. Wood Veneer Wallcovering (Suite Level Club):

1. Base Bid: Painted suspended curved gypsum board ceiling.

2. Alternate: Wood veneer wallcovering applied to suspended curved gypsum board ceiling in lieu of paint finish on gypsum board ceiling. See Finish Schedule and Key.

I. Terrazzo Tile (Event Level Lobbies):

1. Base Bid: Sealed concrete with joint pattern shown.

2. Alternate: Terrazzo floor tile and zinc strip transitions in thin-set application. See Finish Schedule and Key.

J. Porcelain Ceramic Tile (Event Level Lobbies):

1. Base Bid: Sealed concrete with joint pattern shown.

2. Alternate: Porcelain ceramic floor tile and anodized aluminum strip transitions in thin-set application. See Finish Schedule and Key.

K. Resilient Athletic Floor:

1. Base Bid: Sealed concrete.

2. Alternate: Resilient athletic flooring in Corridor 12201 from the entries to the Hockey Locker Rooms to the team benches.

L. Concession Service Counters – Event Level and Main Concourse Level:

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1. Base Bid: Stainless steel laminated to plywood substrate.

2. Alternate: Solid surface as shown in drawings.

M. Concession Service Counters – Suite Level:

1. Base Bid: Stainless steel laminated to plywood substrate.

2. Alternate: Quartz solid surface as shown in drawings.

O. Event Level Seating – Rows 1-3:

1. Base Bid: Portable seating risers with fixed audience seating.

2. Alternate: Provide telescoping portable platform seating in lieu of portable seating risers.

P. Signage – Section 10 1400 (Design Services Provided Under Separate Contract):

1. Base Bid: Large overhead sign constructed as shown on Sheet B.1.

2. Alternate: Large overhead sign constructed as described in "Alternate Design / Construction" as shown on Sheet B.1.

Q. Signage – Section 10 1400 (Design Services Provided Under Separate Contract):

1. Base Bid: Large overhead sign constructed as shown on Sheet D.3a.

2. Alternate: Large overhead sign constructed as described in "Alternate Design / Construction" as shown on Sheet D.3a.

R. Food Service Equipment – Section 11 4000 (Design Services Provided Under Separate Contract):

1. Base Bid: Beer tap system as specified.

2. Alternate: Provide beer tap system "EXactPour" by Niagara Dispensing. Contact information: 170 Northpointe Parkway, Amherst, NY 14228 – Bob at (716) 636-9827.

S. Deck Painting – Main Concourse Level:

1. Base Bid: Exposed unfinished composite metal deck, structure, ductwork, piping and conduit.

2. Alternate: Paint (dry-fall system) all exposed composite metal deck, structure, ductwork, piping and conduit on the underside of Suite Level above, with flat black paint appropriate to the substrates.

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T. Deck Painting – Suite Level:

1. Base Bid: Exposed unfinished metal roof deck, structure, ductwork, piping and conduit.

2. Alternate: Paint (dry-fall system) all exposed metal roof deck, structure, ductwork, piping
and conduit on the underside of Low Roof above, with flat black paint appropriate to the substrates.

U. Wayfinding/Signage:

1. Base Bid: Interior Sign Types A – E (including all sub-parts)

2. Alternate: Exterior Sign Types G (including all sub-parts)

5. HOURS OF WORK:

5.1 Starting times shall be based on local time in effect.

5.2 The terms of any collective bargaining agreement to the contrary notwithstanding, all trades shall observe the starting times established by the Contractor.

a. The Contractor reserves the right to advance or delay scheduled changes in starting time to respond to changes in the effective date of Daylight Saving Time and Standard Time.

5.3 If the Contractor is directed by the Construction Manager to perform certain portions of other items of work on a premium time basis, the Contractor's charges for such work shall be based on the actual premium wages paid for such overtime, over and above cost of straight time wages, plus payroll charges applicable thereto, plus the cost of direct additional expenses relating to the overtime work. No allowance shall be added for Contractor profit and overhead.

5.4 It is further understood and agreed, however, that overtime work made necessary by Contractor's failure to meet or anticipate dates previously agreed upon in the Contract or Construction Schedules, shall be at the sole cost and expense of the Contractor.

*** PLEASE NOTE THAT THE MANDATORY PRE-BID CONFERENCE WILL BEGIN AT 9:00 AM ON AUGUST 6, 2008 AT SEAGATE CONVENTION CENTRE, LOCATION OF THE ROOM WILL BE POSTED INSIDE THE SEAGATE CENTRE THE DAY OF THE MEETING.****

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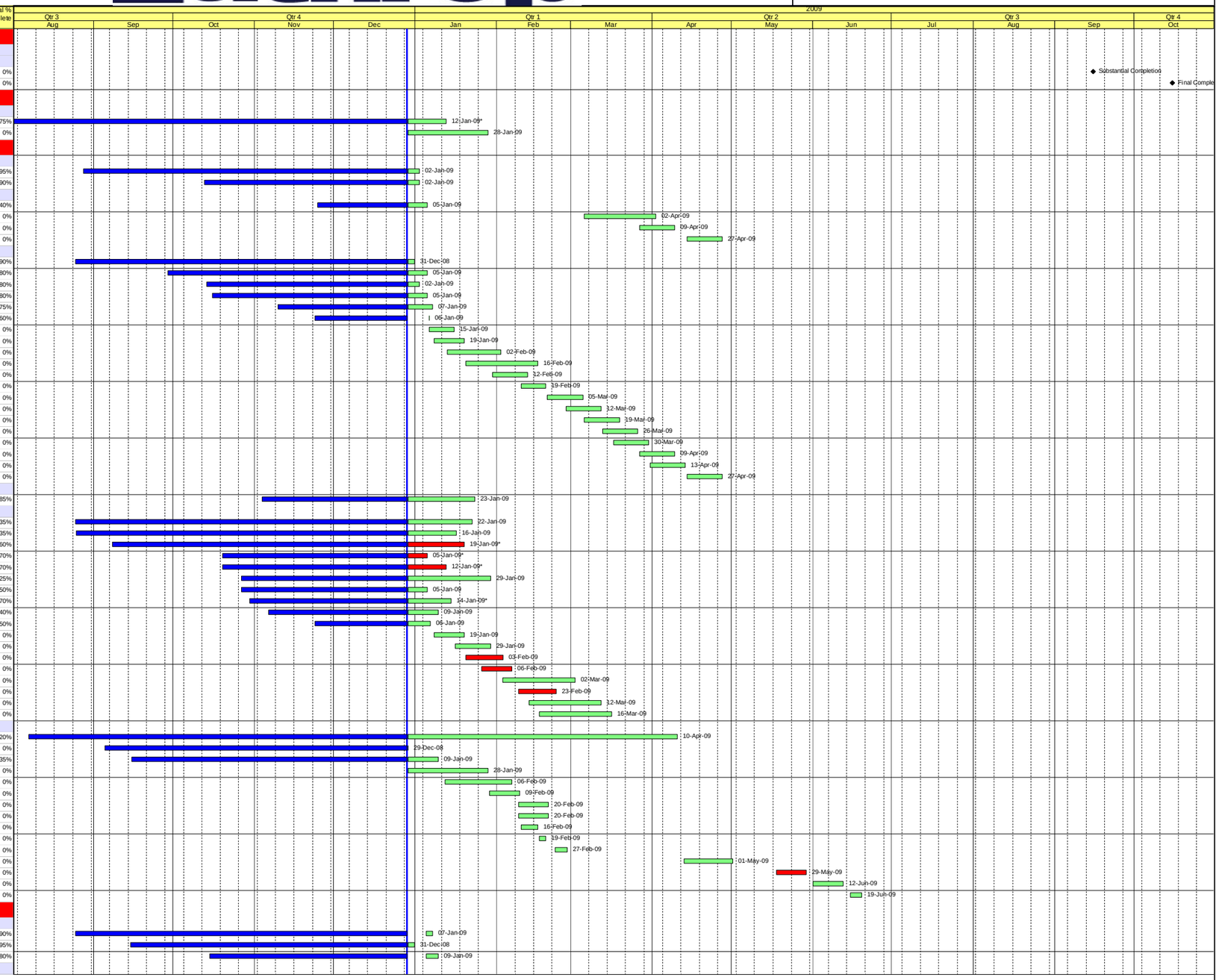
Lucas County Multi-purpose

Lathrop

29-Dec-08

Act ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Actual Start	Actual Finish	Physical % Complete
MILESTONES		205	205	29-Dec-08	15-Oct-09			
Project Administration		199	199	29-Dec-08	08-Oct-09			
Commissioning		22	22	15-Sep-09	15-Oct-09			
17550	Substantial Completion	0	0		15-Sep-09*			0%
17910	Final Completion	0	0		15-Oct-09*			0%
PRE CONSTRUCTION		97	22	14-Jul-08 A	28-Jan-09	14-Jul-08		
Project Administration		97	22	14-Jul-08 A	28-Jan-09	14-Jul-08		
00360	Prepare Scope, Bid and Award Interiors	43	10	14-Jul-08 A	12-Jan-09*	14-Jul-08		75%
00390	Bid & Award Hardscape & Food Service #8	22	22	29-Dec-08*	28-Jan-09			0%
CONSTRUCTION ARENA QUADRANT 2 - CL		221	123	07-Aug-08 A	19-Jun-09	07-Aug-08		
Masonry		37	4	28-Aug-08 A	02-Jan-09	28-Aug-08		
04150	Event Level Interior Block Walls - Quadrant 2	25	4	28-Aug-08 A	02-Jan-09	28-Aug-08		95%
04220	Brick and Stone Facade - Quadrant 2	17	4	13-Oct-08 A	02-Jan-09	13-Oct-08		90%
Doors and Windows		85	85	25-Nov-08 A	27-Apr-09	25-Nov-08		
08100	Glazing and Curtain Walls - Quadrant 2	15	5	25-Nov-08 A	05-Jan-09	25-Nov-08		40%
08202	Install doors and hardware Q2 Level 1	20	20	06-Mar-09	02-Apr-09			0%
08222	Install doors and hardware Q2 Level 3	10	10	27-Mar-09	09-Apr-09			0%
08212	Install doors and hardware Q2 Level 2	10	10	14-Apr-09	27-Apr-09			0%
Finishes		146	85	25-Aug-08 A	27-Apr-09	25-Aug-08		
09060	Club Level Interior Studs - Quadrant 2	20	3	25-Aug-08 A	31-Dec-08	25-Aug-08		90%
09120	Event Level Interior Drywall - Quadrant 2	19	5	29-Sep-08 A	05-Jan-09	29-Sep-08		80%
09150	Concourse Level Interior Studs - Quad 2	15	4	14-Oct-08 A	02-Jan-09	14-Oct-08		80%
09160	Club Level Interior Drywall - Quadrant 2	20	5	16-Oct-08 A	05-Jan-09	16-Oct-08		80%
09300	Concourse Level Interior Drywall - Quadrant 2	13	7	10-Nov-08 A	07-Jan-09	10-Nov-08		75%
09410	Prime paint Event level interior drywall	8	0	24-Nov-08 A	06-Jan-09	24-Nov-08		60%
09440	Prime paint Club level interior drywall	8	8	06-Jan-09	15-Jan-09			0%
09420	Prime paint Concourse level interior drywall	8	8	08-Jan-09	19-Jan-09			0%
09580	Install ceiling grid at Event Level Quad 2	15	15	13-Jan-09	02-Feb-09			0%
09571	Install ceiling grid at Concouse Level Quad 2	20	20	20-Jan-09	16-Feb-09			0%
09610	Install ceiling grid at Club Level - Quadrant 2	10	10	30-Jan-09	12-Feb-09			0%
09581	Install ceiling pads at Event Level Quad 2	8	8	10-Feb-09	19-Feb-09			0%
09412	Finish Painting Q2 Level 1	10	10	20-Feb-09	05-Mar-09			0%
09611	Install ceiling pads at Club Level Quad 2	10	10	27-Feb-09	12-Mar-09			0%
09532	Install floor coverings Q2 Level 1	10	10	06-Mar-09	19-Mar-09			0%
09432	Finish Painting Q2 Level 3	10	10	13-Mar-09	26-Mar-09			0%
09572	Install ceiling pads at Concouse Level Quad 2	10	10	17-Mar-09	30-Mar-09			0%
09582	Install floor coverings Q2 Level 3	10	10	27-Mar-09	09-Apr-09			0%
09422	Finish Painting Q2 Level 2	10	10	31-Mar-09	13-Apr-09			0%
09542	Install floor coverings Q2 Level 2	10	10	14-Apr-09	27-Apr-09			0%
Conveying Systems		8	19	04-Nov-08 A	23-Jan-09	04-Nov-08		
14200	Installation of Freight Elevator	8	19	04-Nov-08 A	23-Jan-09	04-Nov-08		85%
Mechanical Systems		141	55	25-Aug-08 A	16-Mar-09	25-Aug-08		
15231	Install hydronic piping systems Q2 Level 3	10	18	25-Aug-08 A	22-Jan-09	25-Aug-08		35%
15221	Install hydronic piping systems Q2 Level 2	48	14	25-Aug-08 A	16-Jan-09	25-Aug-08		35%
15212	Install HVAC system Q2 Level 1	44	15	08-Sep-08 A	19-Jan-09*	08-Sep-08		60%
15211	Install hydronic piping systems Q2 Level 1	25	5	20-Oct-08 A	05-Jan-09*	20-Oct-08		70%
15213	Rough-in fire protection system Q2 Level 1	15	10	20-Oct-08 A	12-Jan-09*	20-Oct-08		70%
15232	Install HVAC system Q2 Level 3	15	23	27-Oct-08 A	29-Jan-09	27-Oct-08		25%
15233	Rough-in fire protection system Q2 Level 3	10	5	27-Oct-08 A	05-Jan-09	27-Oct-08		50%
15223	Rough-in fire protection system Q2 Level 2	8	12	30-Oct-08 A	14-Jan-09*	30-Oct-08		70%
15222	Install HVAC system Q2 Level 2	44	9	06-Nov-08 A	09-Jan-09	06-Nov-08		40%
15215	Install fan coil boxes for Q2 Level 1	10	6	24-Nov-08 A	06-Jan-09	24-Nov-08		50%
15225	Install fan coil boxes for Q2 Level 2	8	8	08-Jan-09	19-Jan-09			0%
15235	Install fan coil boxes for Q2 Level 3	10	10	16-Jan-09	29-Jan-09			0%
15214	Install mechanical system trims Q2 Level 1	11	11	20-Jan-09*	03-Feb-09			0%
15224	Install mechanical system trims Q2 Level 2	10	10	26-Jan-09*	06-Feb-09			0%
15761	Install Fire Protection Drops - Event Level	20	20	03-Feb-09	02-Mar-09			0%
15234	Install mechanical system trims Q2 Level 3	11	11	09-Feb-09*	23-Feb-09			0%
15762	Install Fire Protection Drops - Club Level	20	20	13-Feb-09	12-Mar-09			0%
15760	Install Fire Protection Drops - Concourse Level	20	20	17-Feb-09	16-Mar-09			0%
Electrical Systems		221	123	07-Aug-08 A	19-Jun-09	07-Aug-08		
16241	Rough in conduit and raceway Q2 Level 1	10	74	07-Aug-08 A	10-Apr-09	07-Aug-08		20%
16251	Rough in conduit and raceway Q2 Level 2	10	0	05-Sep-08 A	29-Dec-08	05-Sep-08		0%
16261	Rough in conduit and raceway Q2 Level 3	10	9	15-Sep-08 A	09-Jan-09	15-Sep-08		35%
16252	Pull cable for electrical systems Q2 Level 2	22	22	29-Dec-08	28-Jan-09			0%
16262	Pull cable for electrical systems Q2 Level 3	20	20	12-Jan-09	06-Feb-09			0%
16253	Set fixtures and terminate electrical systems Q2 Level 2	8	8	29-Jan-09	09-Feb-09			0%
16263	Set fixtures and terminate electrical systems Q2 Level 3	10	10	09-Feb-09	20-Feb-09			0%
16264	Install electrical trims Q2 Level 3	10	10	09-Feb-09	20-Feb-09			0%
16254	Install electrical trims Q2 Level 2	5	5	10-Feb-09	16-Feb-09			0%
16255	Pre-commission testing of electrical Q2 / L2	3	3	17-Feb-09	19-Feb-09			0%
16265	Pre-commission testing of electrical Q2 / L3	5	5	23-Feb-09	27-Feb-09			0%
16242	Pull cable for electrical systems Q2 Level 1	15	15	13-Apr-09	01-May-09			0%
16243	Set fixtures and terminate electrical systems Q2 Level 1	10	10	18-May-09*	29-May-09			0%
16244	Install electrical trims Q2 Level 1	10	10	01-Jun-09	12-Jun-09			0%
16245	Pre-commission testing of electrical Q2 / L1	5	5	15-Jun-09	19-Jun-09			0%
CONSTRUCTION ARENA QUADRANT 3 - CL 3		175	98	25-Aug-08 A	14-May-09	25-Aug-08		
Masonry		39	9	25-Aug-08 A	09-Jan-09	25-Aug-08		
04130	Event Level Interior Block Walls - Quadrant 3	24	3	25-Aug-08 A	07-Jan-09	25-Aug-08		90%
04170	Concourse Interior Block Walls - Quadrant 3	20	3	15-Sep-08 A	31-Dec-08	15-Sep-08		95%
04240	Brick and Stone Facade - Quadrant 3	12	5	15-Oct-08 A	09-Jan-09	15-Oct-08		80%
Doors and Windows		98	98	17-Dec-08 A	14-May-09	17-Dec-08		

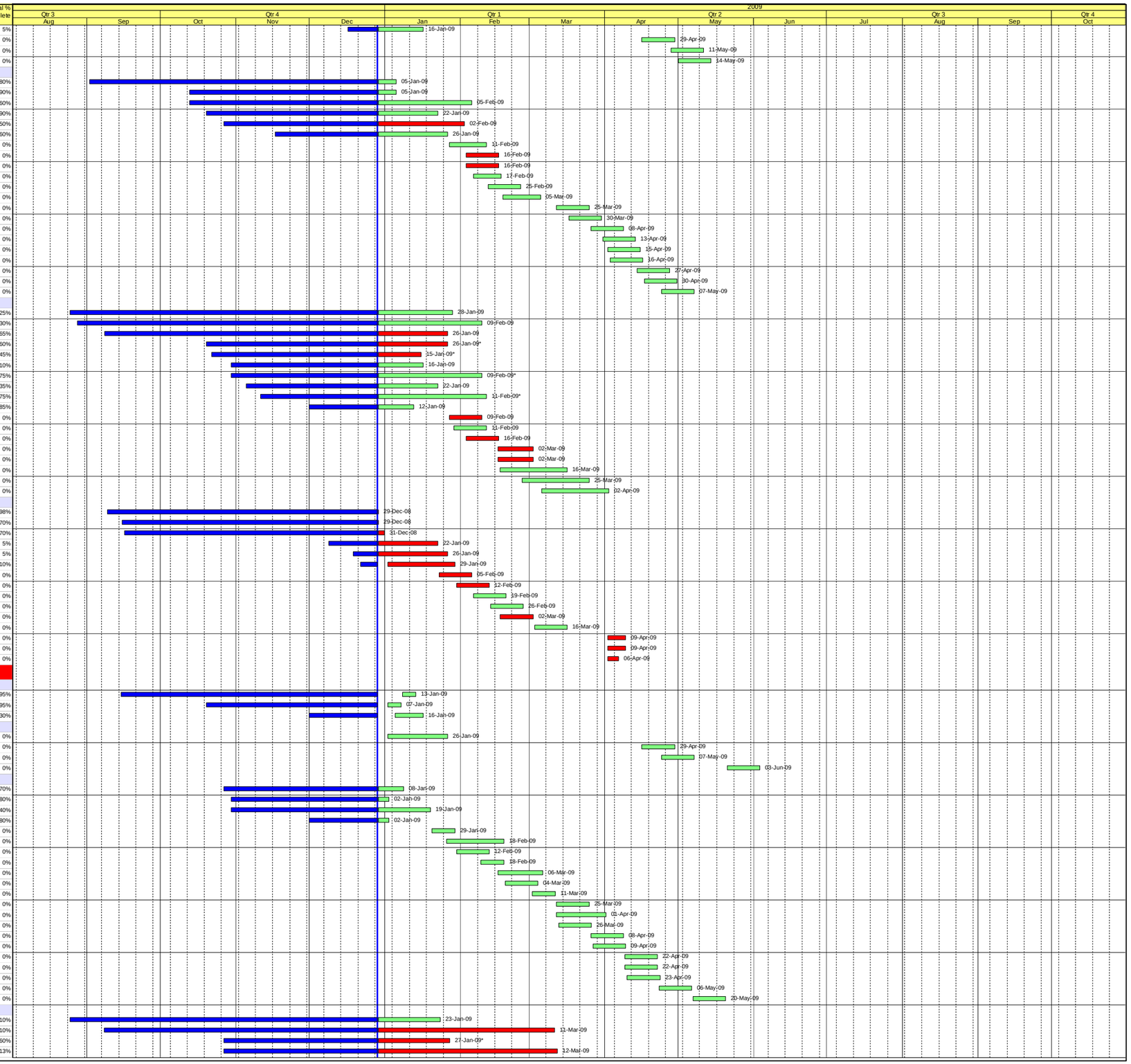


EVERITT, LLC

Actual Work
Remaining Work
Critical Remaining Work
Milestone
WBS Summary Activity
WBS Summary Progress

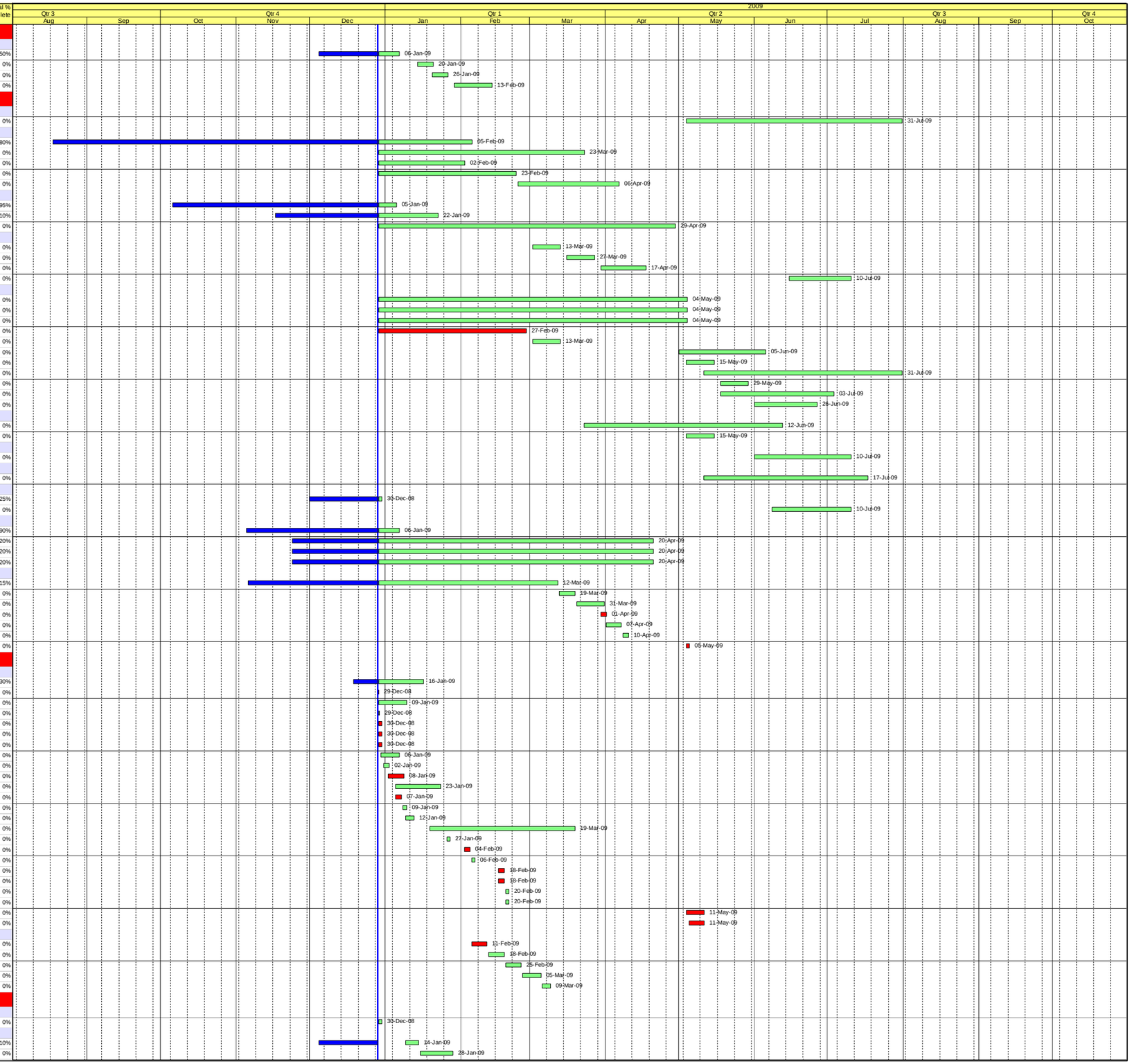
Date	Revision	Checked	Approved
29-Dec-08	Data Date advanced to December 29th, 2008		

Act ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Actual Start	Actual Finish	Physical % Complete
08110	Glazing and Curtain Walls - Quadrant 3	16	14	17-Dec-08 A	16-Jan-09	17-Dec-08		5%
08242	Install doors and hardware Q3 Level 2	10	10	16-Apr-09	29-Apr-09			0%
08252	Install doors and hardware Q3 Level 3	10	10	28-Apr-09	11-May-09			0%
08232	Install doors and hardware Q3 Level 1	10	10	01-May-09	14-May-09			0%
Finishes		160	93	02-Sep-08 A	07-May-09	02-Sep-08		
09080	Event Level Interior Studs - Quadrant 3	20	5	02-Sep-08 A	05-Jan-09	02-Sep-08		80%
09130	Club Level Interior Studs - Quadrant 3	22	5	13-Oct-08 A	05-Jan-09	13-Oct-08		90%
09140	Event Level Interior Drywall - Quadrant 3	18	28	13-Oct-08 A	05-Feb-09	13-Oct-08		60%
09170	Concourse Level Interior Studs - Quad 3	15	18	20-Oct-08 A	22-Jan-09	20-Oct-08		90%
09330	Club Level Interior Drywall - Quadrant 3	20	25	27-Oct-08 A	02-Feb-09	27-Oct-08		50%
09320	Concourse Level Interior Drywall - Quadrant 3	15	20	17-Nov-08 A	26-Jan-09	17-Nov-08		60%
09590	Prime paint Concourse level interior drywall	12	12	27-Jan-09	11-Feb-09			0%
09563	Install ceiling grid at Club Level Quad 3	10	10	03-Feb-09	16-Feb-09			0%
09600	Prime paint Club level interior drywall	10	10	03-Feb-09	16-Feb-09			0%
09570	Prime paint Event level interior drywall	8	8	06-Feb-09	17-Feb-09			0%
09565	Install ceiling grid at Concouse Level Quad 3	10	10	12-Feb-09	25-Feb-09			0%
09567	Install ceiling grid at Event Level Quad 3	12	12	18-Feb-09	05-Mar-09			0%
09566	Install ceiling pads at Concouse Level Quad 3	10	10	12-Mar-09	25-Mar-09			0%
09564	Install ceiling pads at Club Level Quad 3	10	10	17-Mar-09	30-Mar-09			0%
09452	Finish Painting Q3 Level 2	10	10	26-Mar-09	08-Apr-09			0%
09462	Finish Painting Q3 Level 3	10	10	31-Mar-09	13-Apr-09			0%
09602	Install floor coverings Q3 Level 2	10	10	02-Apr-09	15-Apr-09			0%
09568	Install ceiling pads at Event Level Quad 3	10	10	03-Apr-09	16-Apr-09			0%
09612	Install floor coverings Q3 Level 3	10	10	14-Apr-09	27-Apr-09			0%
09442	Finish Painting Q3 Level 1	10	10	17-Apr-09	30-Apr-09			0%
09592	Install floor coverings Q3 Level 1	10	10	24-Apr-09	07-May-09			0%
Mechanical Systems		145	68	25-Aug-08 A	02-Apr-09	25-Aug-08		
15192	Install HVAC system Q3 Level 2	15	22	25-Aug-08 A	28-Jan-09	25-Aug-08		25%
15201	Install hydronic piping systems Q3 Level 3	10	30	28-Aug-08 A	09-Feb-09	28-Aug-08		30%
15182	Install HVAC system Q3 Level 1	57	20	08-Sep-08 A	26-Jan-09	08-Sep-08		65%
15181	Install hydronic piping systems Q3 Level 1	22	20	20-Oct-08 A	26-Jan-09*	20-Oct-08		60%
15183	Rough-in fire protection system Q3 Level 1	8	13	22-Oct-08 A	15-Jan-09*	22-Oct-08		45%
15202	Install HVAC system Q3 Level 3	15	14	30-Oct-08 A	16-Jan-09	30-Oct-08		10%
15203	Rough-in fire protection system Q3 Level 3	10	30	30-Oct-08 A	09-Feb-09*	30-Oct-08		75%
15191	Install hydronic piping systems Q3 Level 2	10	18	05-Nov-08 A	22-Jan-09	05-Nov-08		35%
15193	Rough-in fire protection system Q3 Level 2	8	32	11-Nov-08 A	11-Feb-09*	11-Nov-08		75%
15185	Install fan coil boxes for Q3 Level 1	10	10	01-Dec-08 A	12-Jan-09	01-Dec-08		85%
15184	Install mechanical system trims Q3 Level 1	10	10	27-Jan-09*	09-Feb-09			0%
15195	Install fan coil boxes for Q3 Level 2	10	10	29-Jan-09	11-Feb-09			0%
15205	Install fan coil boxes for Q3 Level 3	10	10	03-Feb-09	16-Feb-09			0%
15194	Install mechanical system trims Q3 Level 2	11	11	16-Feb-09*	02-Mar-09			0%
15204	Install mechanical system trims Q3 Level 3	11	11	16-Feb-09*	02-Mar-09			0%
15772	Install Fire Protection Drops - Club Level	20	20	17-Feb-09	16-Mar-09			0%
15770	Install Fire Protection Drops - Concourse Level	20	20	26-Feb-09	25-Mar-09			0%
15771	Install Fire Protection Drops - Event Level	20	20	06-Mar-09	02-Apr-09			0%
Electrical Systems		149	73	09-Sep-08 A	09-Apr-09	09-Sep-08		
16181	Rough in conduit and raceway Q3 Level 1	10	0	09-Sep-08 A	29-Dec-08	09-Sep-08		98%
16201	Rough in conduit and raceway Q3 Level 3	10	0	15-Sep-08 A	29-Dec-08	15-Sep-08		70%
16191	Rough in conduit and raceway Q3 Level 2	10	3	16-Sep-08 A	31-Dec-08	16-Sep-08		70%
16182	Pull cable for electrical systems Q3 Level 1	20	18	09-Dec-08 A	22-Jan-09	09-Dec-08		5%
16202	Pull cable for electrical systems Q3 Level 3	22	20	19-Dec-08 A	26-Jan-09	19-Dec-08		5%
16192	Pull cable for electrical systems Q3 Level 2	22	20	22-Dec-08 A	29-Jan-09	22-Dec-08		10%
16183	Set fixtures and terminate electrical systems Q3 Level 1	10	10	23-Jan-09*	05-Feb-09			0%
16193	Set fixtures and terminate electrical systems Q3 Level 2	10	10	30-Jan-09*	12-Feb-09			0%
16184	Install electrical trims Q3 Level 1	10	10	06-Feb-09	19-Feb-09			0%
16194	Install electrical trims Q3 Level 2	10	10	13-Feb-09	26-Feb-09			0%
16203	Set fixtures and terminate electrical systems Q3 Level 3	10	10	17-Feb-09*	02-Mar-09			0%
16204	Install electrical trims Q3 Level 3	10	10	03-Mar-09	16-Mar-09			0%
16185	Pre-commission testing of electrical Q3 / L1	6	6	02-Apr-09*	09-Apr-09			0%
16195	Pre-commission testing of electrical Q3 / L2	6	6	02-Apr-09*	09-Apr-09			0%
16205	Pre-commission testing of electrical Q3 / L3	3	3	02-Apr-09*	06-Apr-09			0%
CONSTRUCTION ARENA QUADRANT 4 - CL 2		180	111	25-Aug-08 A	03-Jun-09	25-Aug-08		
Masonry		82	11	15-Sep-08 A	16-Jan-09	15-Sep-08		
04190	Event Level Interior Block Walls - Quadrant 4	20	4	15-Sep-08 A	13-Jan-09	15-Sep-08		95%
04250	Concourse Level Interior Block Walls - Quadrant 4	20	4	20-Oct-08 A	07-Jan-09	20-Oct-08		95%
04270	Brick and Stone Facade - Quadrant 4	15	10	01-Dec-08 A	16-Jan-09	01-Dec-08		30%
Doors and Windows		108	108	02-Jan-09	03-Jun-09			
08130	Glazing and Curtain Walls - Quadrant 4	17	17	02-Jan-09*	26-Jan-09			0%
08272	Install doors and hardware Q4 Level 2	10	10	16-Apr-09	29-Apr-09			0%
08262	Install doors and hardware Q2 Level 1	10	10	24-Apr-09	07-May-09			0%
08282	Install doors and hardware Q4 Level 3	10	10	21-May-09	03-Jun-09			0%
Finishes		145	102	27-Oct-08 A	20-May-09	27-Oct-08		
09180	Event Level Interior Studs - Quadrant 4	26	8	27-Oct-08 A	08-Jan-09	27-Oct-08		70%
09200	Club Level Interior Studs - Quadrant 4	15	4	30-Oct-08 A	02-Jan-09	30-Oct-08		80%
09220	Event Level Interior Drywall - Quadrant 4	24	15	30-Oct-08 A	19-Jan-09	30-Oct-08		40%
09270	Concourse Level Interior Studs - Quad 4	15	4	01-Dec-08 A	02-Jan-09	01-Dec-08		80%
09620	Prime paint Event level interior drywall	8	8	20-Jan-09	29-Jan-09			0%
09340	Concourse Level Interior Drywall - Quadrant 4	18	18	26-Jan-09*	18-Feb-09			0%
09559	Install ceiling grid at Event Level Quad 4	10	10	30-Jan-09	12-Feb-09			0%
09630	Prime paint Concourse level interior drywall	8	8	09-Feb-09	18-Feb-09			0%
09370	Club Level Interior Drywall - Quadrant 4	15	15	16-Feb-09*	06-Mar-09			0%
09557	Install ceiling grid at Concouse Level Quad 4	10	10	19-Feb-09	04-Mar-09			0%
09640	Prime paint Club level interior drywall	8	8	02-Mar-09	11-Mar-09			0%
09558	Install ceiling pads at Concouse Level Quad 4	10	10	12-Mar-09	25-Mar-09			0%
09555	Install ceiling grid at Club Level Quad 4	15	15	12-Mar-09	01-Apr-09			0%
09560	Install ceiling pads at Event Level Quad 4	10	10	13-Mar-09	26-Mar-09			0%
09482	Finish Painting Q4 Level 2	10	10	26-Mar-09	08-Apr-09			0%
09472	Finish Painting Q4 Level 1	10	10	27-Mar-09	09-Apr-09			0%
09556	Install ceiling pads at Club Level Quad 4	10	10	09-Apr-09	22-Apr-09			0%
09632	Install floor coverings Q4 Level 2	10	10	09-Apr-09	22-Apr-09			0%
09622	Install floor coverings Q2 Level 1	10	10	10-Apr-09	23-Apr-09			0%
09492	Finish Painting Q4 Level 3	10	10	23-Apr-09	06-May-09			0%
09642	Install floor coverings Q4 Level 3	10	10	07-May-09	20-May-09			0%
Mechanical Systems		122	87	25-Aug-08 A	29-Apr-09	25-Aug-08		
15162	Install HVAC system Q4 Level 2	15	19	25-Aug-08 A	23-Jan-09	25-Aug-08		10%
15171	Install hydronic piping systems Q4 Level 3	10	52	08-Sep-08 A	11-Mar-09	08-Sep-08		10%
15153	Rough-in fire protection system Q4 Level 1	8	21	27-Oct-08 A	27-Jan-09*	27-Oct-08		60%
15172	Install HVAC system Q4 Level 3	15	53	27-Oct-08 A	12-Mar-09	27-Oct-08		13%

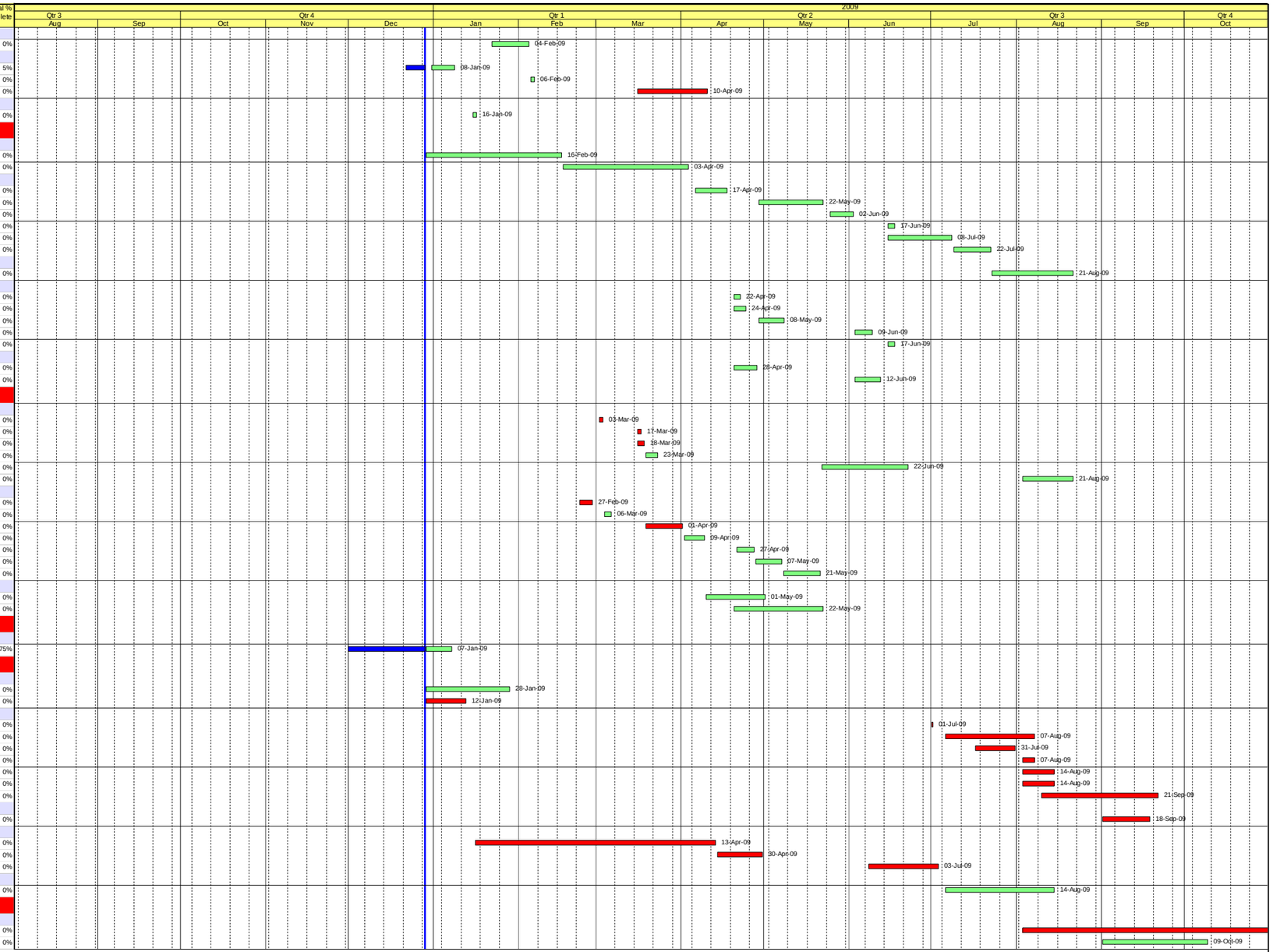


Act ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Actual Start	Actual Finish	Physical % Complete
15161	Install hydronic piping systems Q4 Level 2	10	24	06-Nov-08 A	30-Jan-09	06-Nov-08		25%
15152	Install HVAC system Q4 Level 1	15	13	07-Nov-08 A	15-Jan-09	07-Nov-08		20%
15173	Rough-in fire protection system Q4 Level 3	8	3	12-Nov-08 A	31-Dec-08	12-Nov-08		70%
15151	Install hydronic piping systems Q4 Level 1	15	10	09-Dec-08 A	12-Jan-09	09-Dec-08		30%
15163	Rough-in fire protection system Q4 Level 2	10	5	18-Dec-08 A	05-Jan-09	18-Dec-08		70%
15155	Install fan coil boxes for Q4 Level 1	10	10	16-Jan-09	29-Jan-09			0%
15154	Install mechanical system trims Q4 Level 1	10	10	28-Jan-09*	10-Feb-09			0%
15781	Install Fire Protection Drops - Event Level	20	20	13-Feb-09	12-Mar-09			0%
15165	Install fan coil boxes for Q4 Level 2	10	10	19-Feb-09	04-Mar-09			0%
15164	Install mechanical system trims Q4 Level 2	11	11	23-Feb-09*	09-Mar-09			0%
15175	Install fan coil boxes for Q4 Level 3	10	10	26-Feb-09	11-Mar-09			0%
15780	Install Fire Protection Drops - Concourse Level	20	20	05-Mar-09	01-Apr-09			0%
15174	Install mechanical system trims Q4 Level 3	0	0	13-Mar-09*	13-Mar-09			0%
15782	Install Fire Protection Drops - Club Level	20	20	02-Apr-09	29-Apr-09			0%
Electrical Systems		142	73	18-Sep-08 A	09-Apr-09	18-Sep-08		
16151	Rough in conduit and raceway Q4 Level 1	10	3	18-Sep-08 A	31-Dec-08	18-Sep-08		0%
16171	Rough in conduit and raceway Q4 Level 3	10	35	22-Sep-08 A	16-Feb-09	22-Sep-08		30%
16161	Rough in conduit and raceway Q4 Level 2	10	35	26-Sep-08 A	16-Feb-09	26-Sep-08		30%
16152	Pull cable for electrical systems Q4 Level 1	15	15	02-Feb-09*	20-Feb-09			0%
16162	Pull cable for electrical systems Q4 Level 2	10	10	17-Feb-09	02-Mar-09			0%
16172	Pull cable for electrical systems Q4 Level 3	10	10	17-Feb-09	02-Mar-09			0%
16163	Set fixtures and terminate electrical systems Q4 Level 2	8	8	03-Mar-09	12-Mar-09			0%
16173	Set fixtures and terminate electrical systems Q4 Level 3	10	10	03-Mar-09	16-Mar-09			0%
16153	Set fixtures and terminate electrical systems Q4 Level 1	10	10	09-Mar-09*	20-Mar-09			0%
16164	Install electrical trims Q4 Level 2	5	5	13-Mar-09	19-Mar-09			0%
16165	Pre-commission testing of electrical Q4 / L2	3	3	20-Mar-09	24-Mar-09			0%
16154	Install electrical trims Q4 Level 1	10	10	23-Mar-09	03-Apr-09			0%
16174	Install electrical trims Q4 Level 3	5	5	23-Mar-09*	27-Mar-09			0%
16175	Pre-commission testing of electrical Q4 / L3	3	3	30-Mar-09	01-Apr-09			0%
16155	Pre-commission testing of electrical Q4 / L1	4	4	06-Apr-09	09-Apr-09			0%
CONSTRUCTION ARENA QUADRANT 1 - CL 1		253	157	26-Aug-08 A	07-Aug-09	26-Aug-08		
Masonry		76	15	17-Sep-08 A	28-Jan-09	17-Sep-08		
04200	Event Level Interior Block Walls - Quadrant 1	24	4	17-Sep-08 A	19-Jan-09	17-Sep-08		90%
04230	Concourse Level Interior Block Walls - Quadrant 1	28	4	15-Oct-08 A	13-Jan-09	15-Oct-08		80%
04300	Brick and Stone Facade - Quadrant 1	19	8	08-Dec-08 A	28-Jan-09	08-Dec-08		10%
Doors and Windows		137	137	27-Jan-09	07-Aug-09			
08140	Glazing and Curtain Walls - Quadrant 1	20	20	27-Jan-09*	23-Feb-09			0%
08302	Install doors and hardware Q1 Level 2	10	10	29-Jun-09	10-Jul-09			0%
08292	Install doors and hardware Q1 Level 1	10	10	08-Jul-09	21-Jul-09			0%
08312	Install doors and hardware Q1 Level 3	10	10	27-Jul-09	07-Aug-09			0%
Finishes		147	147	30-Oct-08 A	24-Jul-09	30-Oct-08		
09210	Club Level Interior Studs - Quadrant 1 Level 3	10	5	30-Oct-08 A	05-Jan-09	30-Oct-08		80%
09280	Concourse Level Interior Studs - Quad 1	15	5	24-Nov-08 A	05-Jan-09	24-Nov-08		70%
09230	Event Level Interior Studs - Quadrant 1	24	5	25-Nov-08 A	05-Jan-09	25-Nov-08		80%
09350	Event Level Interior Drywall - Quadrant 1	25	25	09-Feb-09*	13-Mar-09			0%
09360	Concourse Level Interior Drywall - Quadrant 1	15	15	16-Feb-09*	06-Mar-09			0%
09660	Prime paint Concourse level interior drywall	8	8	09-Mar-09	18-Mar-09			0%
09390	Club Level Interior Drywall - Quadrant 1	15	15	16-Mar-09*	03-Apr-09			0%
09650	Prime paint Event level interior drywall	8	8	16-Mar-09	25-Mar-09			0%
09551	Install ceiling grid at Concourse Level Quad1	22	22	19-Mar-09	17-Apr-09			0%
09553	Install ceiling grid at Event Level Quad 1	22	22	26-Mar-09	24-Apr-09			0%
09670	Prime paint Club level interior drywall	8	8	06-Apr-09	15-Apr-09			0%
09549	Install ceiling grid at Club Level Quad1	20	20	20-Apr-09	15-May-09			0%
09552	Install ceiling pads at Concouse Level Quad 1	10	10	18-May-09	29-May-09			0%
09554	Install ceiling pads at Event Level Quad 1	10	10	27-May-09	09-Jun-09			0%
09512	Finish Painting Q1 Level 2	10	10	01-Jun-09	12-Jun-09			0%
09502	Finish Painting Q1 Level 1	10	10	10-Jun-09	23-Jun-09			0%
09550	Install ceiling pads at Club Level Quad 1	10	10	15-Jun-09	26-Jun-09			0%
09662	Install floor coverings Q1 Level 2	10	10	15-Jun-09	26-Jun-09			0%
09652	Install floor coverings Q1 Level 1	10	10	24-Jun-09	07-Jul-09			0%
09522	Finish Painting Q1 Level 3	10	10	29-Jun-09	10-Jul-09			0%
09672	Install floor coverings Q1 Level 3	10	10	13-Jul-09	24-Jul-09			0%
Mechanical Systems		161	118	26-Aug-08 A	12-Jun-09	26-Aug-08		
15252	Install HVAC system Q1 Level 2	15	35	26-Aug-08 A	16-Feb-09	26-Aug-08		60%
15251	Install hydronic piping systems Q1 Level 2	4	27	20-Oct-08 A	04-Feb-09	20-Oct-08		60%
15242	Install HVAC system Q1 Level 1	15	25	24-Oct-08 A	02-Feb-09	24-Oct-08		30%
15262	Install HVAC system Q1 Level 3	15	35	27-Oct-08 A	16-Feb-09	27-Oct-08		20%
15261	Install hydronic piping systems Q1 Level 3	10	40	28-Oct-08 A	23-Feb-09	28-Oct-08		20%
15263	Rough-in fire protection system Q1 Level 3	4	0	24-Nov-08 A	29-Dec-08	24-Nov-08		70%
15253	Rough-in fire protection system Q1 Level 2	10	10	08-Dec-08 A	12-Jan-09	08-Dec-08		30%
15243	Rough-in fire protection system Q1 Level 1	10	8	17-Dec-08 A	08-Jan-09	17-Dec-08		20%
15241	Install hydronic piping systems Q1 Level 1	19	19	24-Dec-08 A	23-Jan-09	24-Dec-08		25%
15255	Install fan coil boxes for Q1 Level 2	10	10	05-Mar-09	18-Mar-09			0%
15254	Install mechanical system trims Q1 Level 2	6	6	09-Mar-09*	16-Mar-09			0%
15245	Install fan coil boxes for Q1 Level 1	10	10	12-Mar-09	25-Mar-09			0%
15265	Install fan coil boxes for Q1 Level 3	10	10	06-Apr-09	17-Apr-09			0%
15790	Install Fire Protection Drops - Concourse Level	20	20	20-Apr-09	15-May-09			0%
15244	Install mechanical system trims Q1 Level 1	12	12	27-Apr-09*	12-May-09			0%
15791	Install Fire Protection Drops - Event Level	20	20	27-Apr-09	22-May-09			0%
15264	Install mechanical system trims Q1 Level 3	10	10	18-May-09	29-May-09			0%
15792	Install Fire Protection Drops - Club Level	20	20	18-May-09	12-Jun-09			0%
Electrical Systems		235	139	07-Oct-08 A	14-Jul-09	07-Oct-08		
16211	Rough in conduit and raceway Q1 Level 1	10	49	07-Oct-08 A	06-Mar-09	07-Oct-08		25%
16221	Rough in conduit and raceway Q1 Level 2	78	49	16-Oct-08 A	06-Mar-09	16-Oct-08		20%
16231	Rough in conduit and raceway Q1 Level 3	10	14	27-Oct-08 A	16-Jan-09	27-Oct-08		20%
16232	Pull cable for electrical systems Q1 Level 3	21	21	19-Jan-09	16-Feb-09			0%
16212	Pull cable for electrical systems Q1 Level 1	15	15	09-Mar-09	27-Mar-09			0%
16222	Pull cable for electrical systems Q1 Level 2	16	16	09-Mar-09	30-Mar-09			0%
16223	Set fixtures and terminate electrical systems Q1 Level 2	8	8	31-Mar-09	09-Apr-09			0%
16224	Install electrical trims Q1 Level 2	5	5	10-Apr-09	16-Apr-09			0%
16213	Set fixtures and terminate electrical systems Q1 Level 1	10	10	13-Apr-09*	24-Apr-09			0%
16225	Pre-commission testing of electrical Q1 / L2	3	3	17-Apr-09	21-Apr-09			0%
16214	Install electrical trims Q1 Level 1	15	15	27-Apr-09	15-May-09			0%
16215	Pre-commission testing of electrical Q1 / L1	3	3	18-May-09	20-May-09			0%
16233	Set fixtures and terminate electrical systems Q1 Level 3	20	20	18-May-09	12-Jun-09			0%
16234	Install electrical trims Q1 Level 3	11	11	15-Jun-09	29-Jun-09			0%
16235	Pre-commission testing of electrical Q1 / L3	11	11	30-Jun-09	14-Jul-09			0%

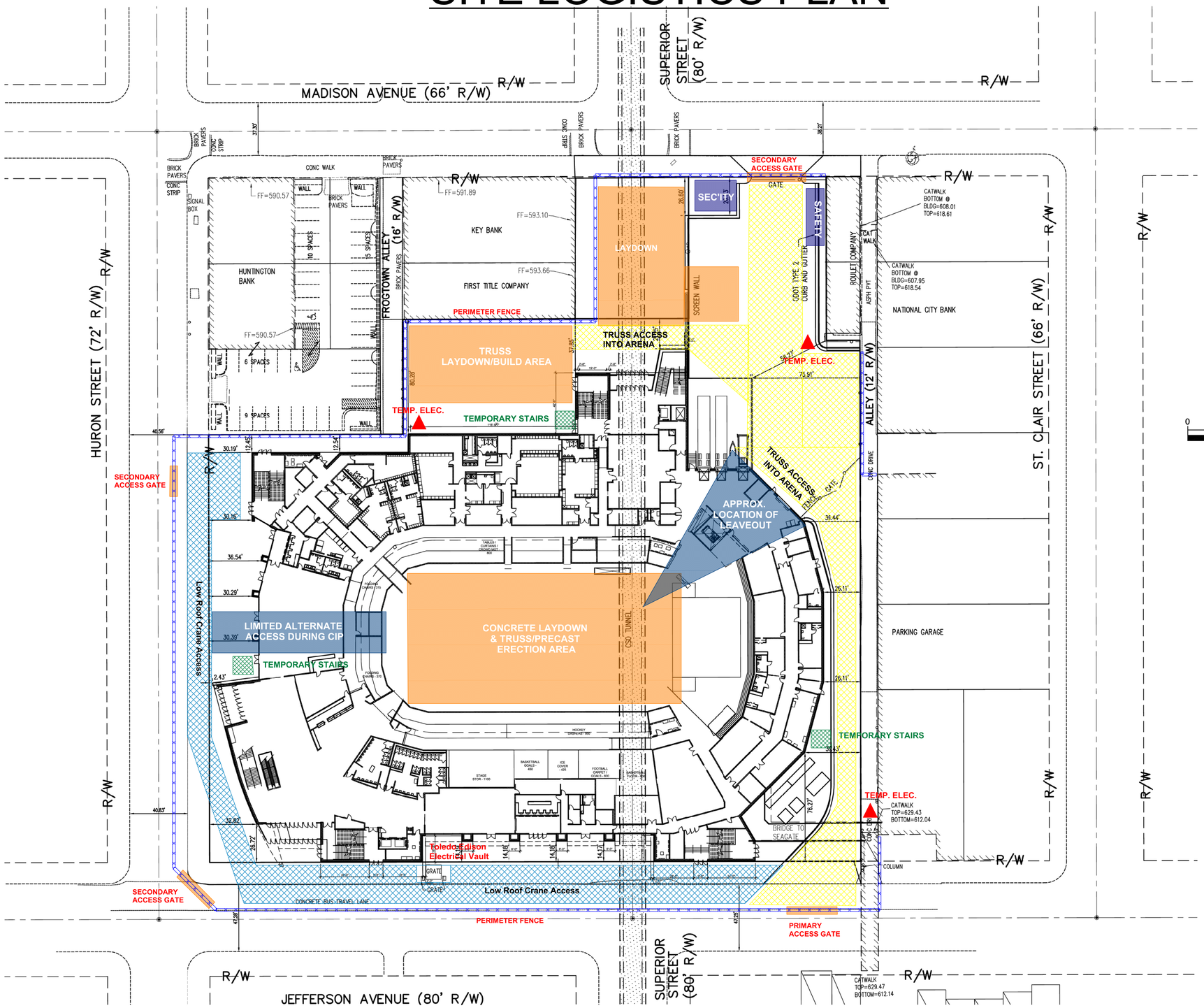
Act ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Actual Start	Actual Finish	Physical % Complete
CONSTRUCTION ARENA INFILL AREA		34	34	05-Dec-08 A	13-Feb-09	05-Dec-08		
Masonry		34	34	05-Dec-08 A	13-Feb-09	05-Dec-08		
04260	Exterior Block Walls - Infill Area	11	6	05-Dec-08 A	06-Jan-09	05-Dec-08		50%
04290	Concors Level Interior Block Walls - Infill Area	5	5	14-Jan-09*	20-Jan-09			0%
04280	Event Level Interior Block Walls - Infill Area	5	5	20-Jan-09*	26-Jan-09			0%
04310	Brick and Stone Facade - Infill Area	12	12	29-Jan-09*	13-Feb-09			0%
GENERAL QUADRANT 1 THRU 4		227	152	18-Aug-08 A	31-Jul-09	18-Aug-08		
Concrete Work		63	63	04-May-09	31-Jul-09			
03730	Ice Slab	65	65	04-May-09*	31-Jul-09			0%
Metals		146	70	18-Aug-08 A	06-Apr-09	18-Aug-08		
05230	Install Misc. Metals/Non-Structural Steel	147	28	18-Aug-08 A	05-Feb-09	18-Aug-08		80%
05380	Install Lower Bowl Handrail	60	60	29-Dec-08*	23-Mar-09			0%
05390	Install Club Level Handrail	25	25	29-Dec-08*	02-Feb-09			0%
00690	Fabricate and deliver Monumental Stairs	40	40	29-Dec-08	23-Feb-09			0%
00700	Install Monumental Stairs	30	30	24-Feb-09	06-Apr-09			0%
Thermal & Moisture Protection		148	87	06-Oct-08 A	29-Apr-09	06-Oct-08		
07120	Fire Proofing - Quad 1 thru 4	91	5	06-Oct-08 A	05-Jan-09	06-Oct-08		95%
07210	Upper Level Metal Siding Installation	42	18	17-Nov-08 A	22-Jan-09	17-Nov-08		10%
07200	Lower Level Metal Siding Installation	87	87	29-Dec-08*	29-Apr-09			0%
Doors and Windows		93	93	02-Mar-09	10-Jul-09			
08150	Event Level Int Glass/Glazing - Quad 1 thru 4	10	10	02-Mar-09*	13-Mar-09			0%
08160	Concourse Levl Int Glass/Glazing - Quad 1 thru 4	10	10	16-Mar-09*	27-Mar-09			0%
08170	Club Level Int Glass/Glazing - Quadrant 1 thru 4	15	15	30-Mar-09*	17-Apr-09			0%
08180	Install Doors and Hardware	20	20	15-Jun-09*	10-Jul-09			0%
Finishes		152	152	29-Dec-08	31-Jul-09			
09250	Event Level Painting - Quadrant 1 thru 4	90	90	29-Dec-08*	04-May-09			0%
09240	Concourse Level Painting - Quadrant 1 thru 4	90	90	29-Dec-08*	04-May-09			0%
09290	Club Level Painting - Quadrant 1 thru 4	90	90	29-Dec-08*	04-May-09			0%
09238	Prime paint walls in all quads	44	44	29-Dec-08*	27-Feb-09			0%
09380	Ceramic Tile Work	10	10	02-Mar-09*	13-Mar-09			0%
09450	Main Lobby/Banquet Interior Drywall	26	26	01-May-09*	05-Jun-09			0%
09460	Event Level Flooring - Quadrant 1 thru 4	10	10	04-May-09*	15-May-09			0%
09470	North Entry Lobby	60	60	11-May-09*	31-Jul-09			0%
09490	Concourse Level Flooring - Quadrant 1 thru 4	10	10	18-May-09*	29-May-09			0%
09480	Install Suite Finishes	35	35	18-May-09*	03-Jul-09			0%
09510	Club Level Flooring - Quadrant 1 thru 4	20	20	01-Jun-09*	26-Jun-09			0%
Specialties		59	59	23-Mar-09	12-Jun-09			
10100	Install Toilet Partitions	60	60	23-Mar-09*	12-Jun-09			0%
10110	Install Lockers	10	10	04-May-09*	15-May-09			0%
Equipment		29	29	01-Jun-09	10-Jul-09			
11050	Install Food Service Equipment	30	30	01-Jun-09*	10-Jul-09			0%
Furnishings		48	48	11-May-09	17-Jul-09			
12100	Install Bowl Seating	50	50	11-May-09*	17-Jul-09			0%
Conveying Systems		137	137	01-Dec-08 A	10-Jul-09	01-Dec-08		
14500	Set Escalator Frames	5	2	01-Dec-08 A	30-Dec-08	01-Dec-08		25%
14510	Install Escalators	25	25	08-Jun-09	10-Jul-09			0%
Mechanical Systems		139	80	05-Nov-08 A	20-Apr-09	05-Nov-08		
15270	Install fire protection at catwalk with water test	28	6	05-Nov-08 A	06-Jan-09	05-Nov-08		90%
15750	Install Fire Protection Drops - Concourse Level	105	80	24-Nov-08 A	20-Apr-09	24-Nov-08		20%
15751	Install Fire Protection Drops - Event Level	80	80	24-Nov-08 A	20-Apr-09	24-Nov-08		20%
15752	Install Fire Protection Drops - Club Level	105	80	24-Nov-08 A	20-Apr-09	24-Nov-08		20%
Electrical Systems		125	91	06-Nov-08 A	05-May-09	06-Nov-08		
16271	Rough in conduit and raceway at catwalk	10	53	06-Nov-08 A	12-Mar-09	06-Nov-08		15%
16272	Pull cable for electrical systems at catwalk	5	5	13-Mar-09	19-Mar-09			0%
16273	Install sport lighting at the catwalk level	8	8	20-Mar-09	31-Mar-09			0%
16285	Pull in TV Broadcast Cabling	3	3	30-Mar-09*	01-Apr-09			0%
16274	Install electrical trims at catwalk level	5	5	01-Apr-09	07-Apr-09			0%
16275	Pre-commission testing of electrical at catwalk	3	3	08-Apr-09	10-Apr-09			0%
16295	Pull and terminate Communication Cable	2	2	04-May-09*	05-May-09			0%
EQUIPMENT AREAS		95	95	19-Dec-08 A	11-May-09	19-Dec-08		
Mechanical Systems		95	95	19-Dec-08 A	11-May-09	19-Dec-08		
15565	Final Fan Coil delivery	3	14	19-Dec-08 A	16-Jan-09	19-Dec-08		30%
15525	Set Cooling Towers w/ Base Steel	0	0	29-Dec-08*	29-Dec-08			0%
15530	Pipe Cooling Tower Water	9	9	29-Dec-08	09-Jan-09			0%
15550	Deliver Unit Heaters	1	1	29-Dec-08	29-Dec-08			0%
15600	Deliver HVAC Chillers	2	2	29-Dec-08*	30-Dec-08			0%
15700	Deliver Pumps	2	2	29-Dec-08*	30-Dec-08			0%
15560	Deliver Condenser Water Pumps	2	2	29-Dec-08*	30-Dec-08			0%
15555	Install Unit Heaters	5	5	30-Dec-08	06-Jan-09			0%
15605	Unload & Set HVAC Chillers	2	2	31-Dec-08	02-Jan-09			0%
15500	Deliver & Set Bowl Smoke Exhaust Fans	5	5	02-Jan-09*	08-Jan-09			0%
15610	Pipe HVAC Chillers	15	15	05-Jan-09	23-Jan-09			0%
15645	Deliver Microturbines	3	3	05-Jan-09*	07-Jan-09			0%
15650	Unload & Set Microturbines	2	2	08-Jan-09	09-Jan-09			0%
15505	Set Bowl Smoke Exhaust Fans, Ductwork & Louvers	2	2	09-Jan-09	12-Jan-09			0%
15575	Install fan coils and connect piping	44	44	19-Jan-09	19-Mar-09			0%
15615	Pre-commission testing of HVAC Chillers	2	2	26-Jan-09	27-Jan-09			0%
15680	Deliver Air Handlers & Environmental Air Handlers	3	3	02-Feb-09*	04-Feb-09			0%
15690	Unload & Set Air Handlers and Environmental Air Handlers	2	2	05-Feb-09	06-Feb-09			0%
15625	Deliver Ice Chiller	3	3	16-Feb-09*	18-Feb-09			0%
15665	Deliver Absorption Chiller	3	3	16-Feb-09*	18-Feb-09			0%
15635	Unload & Set Ice Chiller	2	2	19-Feb-09	20-Feb-09			0%
15670	Unload & Set Absorption Chiller	2	2	19-Feb-09	20-Feb-09			0%
15580	Pre-commission testing of Air Handling Equipment	6	6	04-May-09*	11-May-09			0%
15535	Pre-commission Test of Cooling Tower System	5	5	05-May-09*	11-May-09			0%
Electrical Systems		23	23	05-Feb-09	09-Mar-09			
16500	Deliver Medium Voltage Equipment, Switchgear & Transformers	5	5	05-Feb-09*	11-Feb-09			0%
16510	Unload & Set Switchgear and Transformers	5	5	12-Feb-09	18-Feb-09			0%
16530	Pull cable for Switchgear & Transformers	5	5	19-Feb-09	25-Feb-09			0%
16540	Terminate Medium Voltage cable at Switchgear and Transformers	6	6	26-Feb-09	05-Mar-09			0%
16550	Test Medium Voltage wiring at Switchgear and Transformers	2	2	06-Mar-09	09-Mar-09			0%
PEDESTRIAN BRIDGE		74	74	05-Dec-08 A	10-Apr-09	05-Dec-08		
Concrete Work		2	2	29-Dec-08	30-Dec-08			
03670	Pedestrian Bridge - Pour Slab on Deck	2	2	29-Dec-08	30-Dec-08			0%
Thermal & Moisture Protection		14	14	05-Dec-08 A	28-Jan-09	05-Dec-08		
07190	Install blocking and roof system - Ped Bridge	5	4	05-Dec-08 A	14-Jan-09	05-Dec-08		10%
07220	Install Insulated metal wall siding - Ped Bridge	10	10	15-Jan-09	28-Jan-09			0%



Act ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Actual Start	Actual Finish	Physical % Complete
Doors and Windows		10	10	22-Jan-09	04-Feb-09			
08120	Pedestrian Bridge - Glass and Glazing	10	10	22-Jan-09*	04-Feb-09			0%
Finishes		72	72	22-Dec-08 A	10-Apr-09	22-Dec-08		
09260	Install metal stud framework at Bridge	6	6	22-Dec-08 A	08-Jan-09	22-Dec-08		5%
09310	Fireproof steel at Ped Bridge	2	2	05-Feb-09	06-Feb-09			0%
09562	Drywall and Interior finishes - Ped Bridge	20	20	16-Mar-09*	10-Apr-09			0%
Electrical Systems		2	2	15-Jan-09	16-Jan-09			
16030	Temporary lighting for Ped Bridge	2	2	15-Jan-09	16-Jan-09			0%
TEAM STORE		167	167	29-Dec-08	21-Aug-09			
Project Administration		69	69	29-Dec-08	03-Apr-09			
00440	Team Store - Design and Engineering	35	35	29-Dec-08*	16-Feb-09			0%
00530	Team Store - Bid and award contracts	34	34	17-Feb-09*	03-Apr-09			0%
Finishes		76	76	06-Apr-09	22-Jul-09			
09400	Frame walls for Team Store	10	10	06-Apr-09	17-Apr-09			0%
09430	Apply and finish drywall in Team Store	18	18	29-Apr-09	22-May-09			0%
09500	Install ceiling grid system in Team Store	7	7	25-May-09	02-Jun-09			0%
09520	Pad the ceiling in Team Store	3	3	15-Jun-09	17-Jun-09			0%
09530	Install millwork and finishes in Team Store	18	18	15-Jun-09	08-Jul-09			0%
09540	Install finish floor coverings in Team Store	10	10	09-Jul-09	22-Jul-09			0%
Equipment		22	22	23-Jul-09	21-Aug-09			
11100	Install store fixtures and electronics	22	22	23-Jul-09	21-Aug-09			0%
Mechanical Systems		42	42	20-Apr-09	17-Jun-09			
15110	Rough in Team Store Plumbing	3	3	20-Apr-09	22-Apr-09			0%
15115	Rough in Team Store Fire Protection	5	5	20-Apr-09	24-Apr-09			0%
15120	Rough in Team Store HVAC	8	8	29-Apr-09	08-May-09			0%
15125	Install diffusers and grilles	5	5	03-Jun-09	09-Jun-09			0%
15130	Complete fire protection drops and trims	3	3	15-Jun-09	17-Jun-09			0%
Electrical Systems		39	39	20-Apr-09	12-Jun-09			
16040	Rough in Team Store electrical work	7	7	20-Apr-09	28-Apr-09			0%
16045	Install lighting for Team Store	8	8	03-Jun-09	12-Jun-09			0%
HARDSCAPE & LANDSCAPE		128	128	23-Feb-09	21-Aug-09			
Sitework & Demolition		123	123	02-Mar-09	21-Aug-09			
02060	Compact & grade base of truckwell	2	2	02-Mar-09*	03-Mar-09			0%
02070	Demo, grade and prep area for stone pavement	2	2	16-Mar-09	17-Mar-09			0%
02080	Install storm sewer and catch basins Marshalling Area	3	3	16-Mar-09	18-Mar-09			0%
02095	Install temporary stone pavement in Marshalling Area	3	3	19-Mar-09	23-Mar-09			0%
02120	Saw cut, install curbs and walks	22	22	22-May-09*	22-Jun-09			0%
02130	Landscape	15	15	03-Aug-09*	21-Aug-09			0%
Concrete Work		64	64	23-Feb-09	21-May-09			
03660	Form & pour retaining wall at Truck Docks - Quadrant 2	5	5	23-Feb-09*	27-Feb-09			0%
03690	Form & Pour slab in truckwell	3	3	04-Mar-09	06-Mar-09			0%
02090	Demo Marshalling Area	10	10	19-Mar-09*	01-Apr-09			0%
03700	Excavate and pour wall foundatiions	6	6	02-Apr-09	09-Apr-09			0%
02700	Backfill wall and grade for flatwork	5	5	21-Apr-09	27-Apr-09			0%
03720	Pour Plaza walks and pavements	8	8	28-Apr-09	07-May-09			0%
03740	Pour marshalling area pavements	10	10	08-May-09	21-May-09			0%
Masonry		31	31	10-Apr-09	22-May-09			
04510	Construct masonry wall at Marshalling Area	16	16	10-Apr-09	01-May-09			0%
02110	Plaza Marshalling Area Masonry Water Wall	25	25	20-Apr-09*	22-May-09			0%
DETENTION AREA		28	7	01-Dec-08 A	07-Jan-09	01-Dec-08		
Sitework & Demolition		28	7	01-Dec-08 A	07-Jan-09	01-Dec-08		
02050	N. Storm Sewer Retention Struct - Quad 1 thru 4	28	7	01-Dec-08 A	07-Jan-09	01-Dec-08		75%
OWNER FURNISHED FF&E		187	187	29-Dec-08	21-Sep-09			
Project Administration		22	22	29-Dec-08	28-Jan-09			
00420	Design and Engineering of Scoreboard	22	22	29-Dec-08	28-Jan-09			0%
00500	Evaluate and award contract for Scoreboard	10	10	29-Dec-08*	12-Jan-09			0%
Equipment		57	57	01-Jul-09	21-Sep-09			
11570	Receive new ice resurfacer (Zamboni's) (2)	1	1	01-Jul-09*	01-Jul-09			0%
11600	Receive Sound and Lighting Equipment	25	25	06-Jul-09*	07-Aug-09			0%
11590	Receive and set laundry equipment	11	11	17-Jul-09*	31-Jul-09			0%
11550	Receive and install Vomitory Curtains	5	5	03-Aug-09*	07-Aug-09			0%
11560	Receive and install Concourse Blackout Curtains	10	10	03-Aug-09*	14-Aug-09			0%
11580	Receive and install Hockey Netting System (Ends)	10	10	03-Aug-09*	14-Aug-09			0%
11610	Receive and set televisions	31	31	10-Aug-09*	21-Sep-09			0%
Furnishings		13	13	01-Sep-09	18-Sep-09			
12110	Receive and install furniture	14	14	01-Sep-09*	18-Sep-09			0%
Special Construction		119	119	16-Jan-09	03-Jul-09			
13060	Fabricate and deliver Scoreboard	62	62	16-Jan-09*	13-Apr-09			0%
13120	Install Ribbon Board display	13	13	14-Apr-09*	30-Apr-09			0%
13090	Installation of Scoreboard	20	20	08-Jun-09*	03-Jul-09			0%
Commissioning		30	30	06-Jul-09	14-Aug-09			
17500	Commissioning of Scoreboard	30	30	06-Jul-09	14-Aug-09			0%
COMMISSIONING & CLOSE-OUT		105	105	03-Aug-09	31-Dec-09			
Commissioning		105	105	03-Aug-09	31-Dec-09			
17800	Closeout	109	109	03-Aug-09*	31-Dec-09			0%
17900	Ownr Move-in/Systms Check/Cons. Compl./Punchlist	29	29	01-Sep-09*	09-Oct-09			0%



SITE LOGISTICS PLAN



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FP&C, Inc.
One Ward Parkway, Suite 200
Kansas City, Missouri 64112
PH (816) 931-3377 FAX (816) 931-3378

LUCAS COUNTY
MULTI-PURPOSE ARENA
Toledo , Ohio

PREPARED FOR
Board of Lucas County Commissioners

NOT FOR CONSTRUCTION

FINAL DESIGN DEVELOPMENT
BID PACKAGE NAME: XX
BID PACKAGE NUMBER: XX

OCTOBER 31, 2007
FINAL DESIGN DEVELOPMENT

SITE DIMENSION PLAN

C-202

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DATE OF PLOT: 10/17/2007 3:32 PM

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JOB NAME: LUCAS COUNTY MULTI-PURPOSE ARENA
JOB LOCATION: TOLEDO, OHIO

SPECIAL CONDITIONS - SECTION 00751

BID PACKAGE NO. 09-038P
VIDEO BOARD/PRODUCTION SUITE

The contractor will be responsible for the following items as identified:

1. Layout:

   Benchmarks and building control lines to the extent determined by the Owner will be provided to each contractor by others. All additional engineering, layout, and control work required will be the responsibility of the individual contractor.

2. Field Offices:

   ~~Specific Prime Contractors will be allowed space for one (1) 8' x 30' project trailer to be located as directed by the Construction Manager's Project Superintendent. Project trailers shall bear no company names or signs of the Prime Contractor and/or its affiliations and shall be generic in nature (i.e. all grey or all white). All costs associated with contractor trailers are the responsibility of the individual Prime Contractor.~~

3. Field Office Utilities:

   ~~Each contractor is responsible for installation, operation, utility company charges, and removal of all temporary utilities serving their temporary needs on the project site unless otherwise specified.~~

4. Temporary Fire Protection:

   Each contractor is responsible to provide any temporary fire protection as required by the site specific safety program for the installation of their work including but not limited to blankets, fire extinguishers, watchmen, etc.

5. Temporary Water:

   Each contractor is responsible to provide all drinking water, construction water, water needed for testing, etc., and ice as required by their employees, and respective work items.

6. Temporary Toilets:

   Temporary toilets shall be provided and maintained by the Owner.

7. Telephones:

   Each contractor shall be responsible to hook-up, install, and pay all usage charges for any jobsite phones they may require.

8. Temporary Lighting and Small Tool Power

Temporary lighting and small tool power shall be provided by the Owner.

9. Task Lighting and Power Requirements:

All task lighting required in addition to the temporary construction general lighting will be the responsibility of the individual contractors. All power requirements beyond the scope noted above shall be the responsibility of the contractor requiring the power.

10. Temporary Utilities:

Each contractor is responsible for all fees, installation, distribution, and removal of all temporary utilities required for their work. Consumption charges will be the responsibility of the Owner.

11. Traffic Control:

Each contractor shall provide traffic control and temporary barricades including flashing lights as required to protect pedestrians and vehicular traffic from the construction of their respective work item.

12. Maintain Traffic:

Each contractor is responsible to maintain all public and private roads, streets, and driveways in a clean condition, free from dust, mud and construction debris resulting from the performance of their work.

13. Project Signs:

Contractors shall not be permitted to install project signs of any nature.

14. Temporary Stairs/Ladders:

Temporary stairs/ladders other than shown on the Site Logistics plan shall be the responsibility of the Contractor.

15. Temporary Barricades and Warning Lights:

Each contractor will be responsible to provide, install, maintain and remove all temporary barricades, safety railings and warning lights as required by OSHA to protect workers and pedestrians from their respective work item. In addition, each contractor is required to protect his work from normal construction activities. This includes but is not limited to, barricades, warning lights, access control, signage, etc.

16. Winter Conditions:

The Contractor shall be required to provide all necessary winter conditions/protection (i.e. temp. heat, cold weather concrete, blankets, tarps, etc.) required to perform their work as required by the Project Schedule.

17. Additional Plans:

After award of the contract, each prime bidder will be supplied (1) final construction set of documents at no cost. Any additional plans and specifications will be the responsibility of the individual contractors.

18. Employee Parking:

The contractor shall be responsible for obtaining parking for their employees, only licensed and insured company vehicles will be allowed onsite.

19. Laydown Area:

Laydown areas are very limited and shall be coordinated with the Construction Manager's Project Superintendent.

20. Hoisting:

Each contractor will be responsible to provide hoisting for all material, equipment and personnel as required to complete their scope of work.

21. Project Security:

Each individual contractor will be required to maintain secure gang boxes and trailers for their individual tools, materials, and equipment.

22. Product Data:

All contractors are responsible to provide all product data, samples, schedules, shop drawings and all other required submittals to the Construction Manager's Project Engineer in a timely manner.

23. Meetings:

The Construction Manager will conduct weekly progress meetings at a site and time to be determined. All contractors will be required to attend these meetings represented by their project superintendent and project manager or a qualified representative of their company one week prior to beginning work onsite and as long as their company has any work remaining on the project.

24. Daily Construction Reports:

Each contractor will be responsible to submit daily construction reports to the Construction Manager's Project Superintendent by 9:00 AM the following working day.

25. Coordination:

Each contractor will be responsible to coordinate his work with existing utilities and the work of other trades as depicted by the documents including the complete set of plans and specifications.

26. Contract Close Out

Each contractor shall, as a condition of final payment, furnish complete, field verified red line prints of as-recorded permanent construction conditions of their work to the Construction Manager. A complete set of applicable drawings must be submitted for each trade. Drawings shall be signed and dated by authorized contractor representative.

27. Electronic Mail

Each contractor shall be required to furnish the Construction Manager with a valid E-mail address five (5) days after Notice of Award. All project correspondence will be available via E-mail.

28. Test and Inspections:

The Owner shall secure and pay for construction testing, inspections, of the work as required by laws and regulations in effect in the locality in which the work is being done including those applicable by governing authorities.

29. Contractor Site Staff Requirements

Does not apply.

30. Dumpsters

The Owner shall provide dumpsters for the work. All waste material shall be broken down prior to putting in the dumpsters.

31. Clean-Up

Each contractor shall be responsible to clean-up their identifiable debris each day and shall not allow their debris to accumulate. If in the opinion of the Construction Manager the contractor fails to perform its clean-up duties, The Construction Manager will have the clean-up work completed and backcharge the contractor the actual cost plus 10% fee.

32. Optional Unidentifiable Clean-Up

Unidentifiable clean-up will be administered utilizing one of the following AGC methods.

32.1 Method #1

The Construction Manager Project Superintendent shall call a meeting of all contractors on site when unidentifiable clean-up is becoming an issue on the project. He/She will chair this meeting, prepare and distribute minutes to this meeting to all contractors on the project. The intent of the meeting is to establish a system to share proportionally the cost of clean-up on the project. This system normally has each contractor contribute manpower for clean-up to a labor pool which is directed by the Project Superintendent. If a contractor does not contribute manpower when requested by the Superintendent, the Superintendent shall provide the manpower and will backcharge the non-contributing contractor the cost of the manpower required to satisfy the contractor's obligation. The non-contributing contractor will have cost deducted from his next application for payment.

32.2 Method #2

The Construction Manager Project Superintendent calls the unidentifiable clean-up meeting as described above. At that meeting, if the majority of the attendees decide that they cannot furnish the manpower to perform the unidentifiable clean-up, they will authorize the Construction Manager's Project Superintendent to employ adequate manpower to perform the unidentifiable clean-up work. They will also agree that the cost of the unidentifiable clean-up work shall be shared proportionally among all contractors. Proportional shares shall be determined by reviewing the daily reports submitted by each party and assessing each party based upon the

manpower on a monthly basis. The cost of this effort shall be backcharged to each party and the cost shall be withheld from each parties monthly application for payment.

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 then 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.

3 CM Safety Manager – On behalf of the Owner, Lucas County Commissioners, a CM Safety Manager is assigned to this project to monitor compliance with this program by all Trade Contractors. The CM Safety Manager for this project is: Kim Fasnacht.

4 CM Site Superintendent - On behalf of the Owner, Lucas County Commissioners, a CM Site Superintendent is assigned to this project to assist in the monitoring of compliance with this program by all Trade Contractors. The CM Site Superintendent for this project is: Joe Zunk.

C. RESPONSIBILITY

1. Prime Contractor Safety Representatives

Each Prime Contractor shall designate one individual as a safety representative for its employees up to the first 20 workers. Thereafter the Prime Contractor will designate one safety representative for every twenty (20) workers on the site with a maximum of five safety representatives for each Prime Contractor. 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. Ensure that each of their employees attends the Owner's safety orientation before starting work on this jobsite.
b. Prepare a Job Safety Analysis of their work tasks each day prior to starting work.
c. 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.
d. Report and address all safety concerns and poor working conditions.
e. Ensure that their employees comply with the Project Safety Program, their Company's Safety Plan, and all Federal, State and Local Codes and Regulations.
f. 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.
g. Attend each monthly Project Safety Meeting.
h. 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)
i. Report all safety related matters to Project CONSTRUCTION Manager's on-site representative.
j. Be responsible for the Trade Contractor Accident Reporting Requirements. (Refer to Page 5, E)
k. Obtained an OSHA 30-hour card.
l. Make at least Weekly Safety Tours.
m. Enforce program disciplinary system when need arises for their employees.

1st Violation – Written warning to employee and employer penalty, unless otherwise noted.*

2nd Violation – Three (3) day suspension from job and employer penalty.

3rd Violation – Permanent suspension from jobsite.

* Gross disregard for safety procedures can result in monetary penalties and immediate removal from the project site, at the discretion of the CM Site Superintendent or Site Safety Manager. (*See below Penalty Schedule*)

Program Disciplinary Penalty Schedule

To assist in our efforts to provide a safe workplace, the following monetary fines are available for application at the discretion of the CM Site Superintendent or CM Site Safety Manager. This policy is to be conspicuously posted on this job site.

Violation	1st Offense	2nd Offense	Contractor Owner Penalty
1. No Hard Hat	Written Warning	Suspension and penalty.	$100.00
2. No Safety Glasses	Written Warning	Suspension and penalty.	$100.00
3. Unsecured Compressed gas cylinders	Written Warning	Suspension from job site and penalty	$500.00
4. Removal of Guardrail without replacing it.	Discharged from job site and penalty	Zero Tolerance; no second change	$500.00
5. Removal of wall opening protection or hole cover without replacing it.	Discharged from job site and penalty	Zero Tolerance; no second change	$500.00
6. Excavation over 5 feet in depth without Protective System	Discharged from job site and penalty	Zero Tolerance; no second change	$500.00
7. Unlocked or Open Electric Panels	Discharged from job site and penalty	Zero Tolerance; no second change	$500.00

Fines collected shall be credited to the cost of the work or added to the project safety incentive program. Fines will be assessed to the Employee's company.

2. All Project Employees

a. Shall Attend Owner's safety orientation before staring work on the project site.
b. Shall attend their weekly Tool Box Talks.
c. Shall alert their foremen of hazards and unsafe acts.
d. Shall notify their foremen immediately of any accident.
e. 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.
f. Shall wear hard hats and safety glasses at all times!
g. Shall perform their work in a safe manner for prevention of accidents to themselves, fellow workers, the general public and property of all concerned.
h. Acknowledge and abide by the following jobsite enforcement rules:

1st Violation – Written warning to employee and contractor.
2nd Violation – Three (3) day suspension from site and employer penalty.
3rd Violation – Permanent suspension from jobsite.

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

3. CM Safety Manager

a. Shall coordinate compliance with Owner's Safety Program by Prime Contractor Safety Representatives.
b. Conduct Owners safety orientation to new employees.
c. Inspect job site weekly and implement disciplinary system.

D. SAFETY MEETINGS

1. Weekly Job Progress Meetings

Prime Contractor Safety Representative shall attend this meeting. The agenda for the safety portion of the meeting will be:

a. Causes and corrections of incidents that have occurred since the last meeting,
b. Existing hazards in need of immediate correction,
c. Potential hazards involved in the work expected in the next two weeks, and methods of eliminating or protecting against them,
d. Conditions and/or actions that may affect the public and premises, including occupants and methods for handling them.

2. Monthly Project Safety Meeting

Prime Contractor Safety Representative shall attend a monthly meeting dedicated exclusively to the safety on the jobsite. The agenda for the safety portion of the meeting will be:

a. Overall safety performance on the project.
b. Contractor of the Month safety recognition.
c. Training on a selected safety topic.

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, 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 is injured;

a. Immediately contact CM Safety Manager, Kim Fasnacht, at 419 308-7781. If unavailable, contact CM Representative at 419 467-4157.

b. *Non-Life Threatening* Injury (No ambulance required):

i) Trade Foreman or Steward to pick-up *Injury Package* from CM Safety Manager, Kim Fasnacht, at the Safety Trailer, located at Gate 1.

ii) Trade Foreman or Steward to transport injured employee to **St. Vincent Wood Care Center.** (Note: This the first choice recommended health care facility for this project)

iii) Post accident drug testing protocol will be followed.

c. *Life Threatening* Injury (Ambulance necessary):

i) First Responder on scene (i.e. Trade Foreman, Steward, other employee, etc) calls 911 to request Emergency transportation.

ii) CM Safety Manager ensures that *Injury Package* information is delivered to Healthcare Provider.

d. The *Injury Package* will include the following information:
   i) Directions to and contact information for St. Vincent Occupational Clinic.
   ii) Chain of custody form for the post accident drug screening *
   iii) CCIP Information Package which will include the CCIP Wrap-Up Report form and WC forms 1 through 4.*

e. Immediately after the injured party is treated, the Safety Manager will ensure that the CCIP Information package is received from the Healthcare Provider and that it is accompanied by a Return To Work statement that clearly describes if the employee can return to work with or without restrictions.**

Notes: * Items must be completed by the Healthcare Provider.

** Injured employees will not be authorized to return to work, until a Return To Work release is received.

2. If A Member Of The Public Is Injured:

   a. Project CONSTRUCTION MANAGER shall be notified immediately.
   b. One copy of all Public Liability Accident Reports from this Project shall be forwarded within 24 hours to Project CONSTRUCTION MANAGER & Primes or Primes subs/vendors insurance carrier.

F. VISITORS

Any person not directly involved with the on-site construction of this Project shall not enter the site without first going to the CONSTRUCTION MANAGER Project Office, or Owner, obtaining permission to enter, and signing a visitor's release. The visitor must wear a hard hat, safety glasses and be dressed appropriately for a construction site at all times, while on the job site. All visitors must adhere to the Project Site Safety Program.

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 Constractors 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 Fines - All costs to Project CONSTRUCTION MANAGER & Owner of Federal, State or Local citations, fines, penalties and/or summonses/litigation, resulting from the Prime Contractor's or their sub's operations, shall be back charged to the Prime Contractor.

4 Employee Access - The following drug, insurance, and orientation provisions must be satisfied before employees are permitted access to this project site:

a. Each empoyee 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.
b. Their company must be enrolled in the Contractor Controlled Insurance Program (CCIP).
c. Each employee must attend the Owners safety orientation at which time they will register personal, drug testing, and training information. Upon completion of the orientation process, employees will be issued a hard hat sticker that must be displayed at all times, while on the job site.

5 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.

6 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.

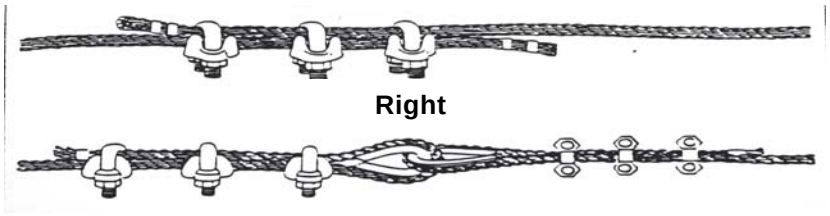
f. Since contractors are experts at their specialized trades, they shall provide Construction Manager with their own Fall Prevention Program which describes the methods that they intend to use to provide adequate fall protection for each contractor's specific operations and to comply with OSHA Subpart M, and the six foot rule.

7. 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.

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.

Wrong



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.
    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 and submit a completed Excavation Safety Checklist (SF-26) to the Project Superintendent each week

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.
    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.

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.
   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.

Inspection	Frequency	Form Number
Crane Inspections	Before Each Shift	28
Excavations	Before Each Shift	26
Hot Work	Before Each Shift	30
Confined Space	Before Each Shift	29
Fall Protection Systems	Before Each Shift	25
Tool Box Talks & Report	Weekly	19
Scaffold	Before Each Shift	27
Heavy Equipment	Before Each Shift	31
GFCI	Monthly	32
Personnel Hoist	Per OSHA Requirements	33

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.
   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 (SF-27) to the Project Superintendent each week. Scaffolding shall be erected with one of the following: base plates, screw jacks or castsers, 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. <u>Signs, Signals and Barricades</u>
   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.
   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. <u>Rigging/any contractor performing rigging must have a qualified rigger</u>
   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. <u>Compressed Air</u>
   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 (SF-32) shall be submitted to the Project Superintendent 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.
      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.
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 that 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 and as approved by CONSTRUCTION MANAGER.
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

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

STRATEGIC PARTNERSHIP BETWEEN
Lathrop/Turner
the OCCUPATIONAL SAFETY and HEALTH ADMINISTRATION,

OSHA
Occupational Safety
and Health Administration

I. BACKGROUND/IDENTIFICATION OF PARTNERS

A. Background

To facilitate OSHA's goal of reducing occupational-related fatalities and serious injuries within the construction industry, OSHA, Lucas County Multi Purpose Arena and The Lathrop/Turner Company (hereafter called Lathrop/Turner) have agreed to enter into a cooperative partnership agreement which will effectively implement all facets of jobsite safety, and achieve self-compliance through cooperative efforts from labor, management, and OSHA.

This partnership is designed to address the hazards within the construction industry, and to promote and recognize those jobsites that demonstrate an effective safety and health program. The Partnership agreement is an effective tool for ensuring safety at the Lucas County Multi Purpose Arena. It will serve to establish a cooperative effort in ensuring safety and maintaining an open line of communication between OSHA and contractors on the worksite. The partnership is consistent with OSHA's long-range efforts to develop a contractor/government partnership approach to safety management. It allows for better use of OSHA resources and innovation in safety management, and encourages more participation in the safety process from the construction community.

B. Partners

- Lathrop/Turner
- Lucas County Board of Commissioners
- U.S. Department of Labor/OSHA – Toledo Area Office
- All Prime Contractors and their subcontractors that work on this project are considered Partners. The contract(s) between Lucas County Board of Commissioners and Prime Contractors and their subcontractors shall set forth a provision requiring participation in this partnership.

II. PURPOSE/SCOPE

This partnering agreement was developed jointly by Lathrop/Turner and OSHA. The common objective and goal of the agreement is to provide a safe and healthful work environment for employees involved in the construction industry, and to help prevent serious accidents and fatalities within the industry through increased training, implementation of best work practices, enhanced safety and health programs, and compliance with applicable OSHA standards and regulations.

This initiative represents a voluntary agreement and affords a partnership alternative to the traditional OSHA enforcement procedures.

By focusing its efforts and utilizing the skills, knowledge and resources of OSHA and experienced Lathrop/Turner personnel, the partners expect to reduce exposure to hazards and the incidence of serious injuries and prevent fatalities at the Lucas County Multi-Purpose Area Project, located at 500 Jefferson Ave., Toledo, Ohio 43604. Increased communication between the stakeholders, and the resultant mutual respect, are additional benefits expected to be realized from this cooperative and voluntary partnership.

The Bureau of Labor Statistics (BLS) reported that a total of 5,703 fatal work injuries were recorded in the United States in 2006. Of these fatalities, the construction industry sector recorded 1,226 fatal work injuries, the most of any industry sector, an increase of 7.75 percent over the number reported in 2003.

The hazards associated with the construction industry are well documented. OSHA has identified the top four causes of fatalities: falls, being struck by equipment or machinery, electrocution, and caught -in-between equipment. On average, OSHA has traditionally devoted 40-50% of its compliance resources to enforcement activity in the construction industry. The purpose of the partnership is to significantly reduce and/or eliminate any incidents on this project, and achieve a total lost workday injury and illness incident rate per 100 employees for the project below the national average of 3.4.

III. GOALS, STRATEGIES, AND MEASURES

The overall goal of the partnership is to create a working relationship that focuses on preventing work-related fatalities, eliminating serious workplace hazards, and establishing a foundation for the development of an effective safety and health program. This partnership will strive to achieve that goal by establishing a foundation of proactive measures which will include:

A. Outcomes

Anticipated Outcomes of this Partnership may include:

1. A reduced employee exposure to serious safety and health hazards to minimize to the greatest extent possible the risk of serious injuries and illnesses to employees at the Lucas County Multi Purpose Arena Project, resulting in a total lost workday injury and illness incident rate per 100 employees well below the national average of 3.4 for the project.

2. Development of a model safety and health program;

3. Creation and dissemination of new_safety and health materials to all contractors;

4. Mentoring and training of contractors and their employees;

5. Increased communication between stakeholders and resultant mutual respect;

6. Development of a business/labor/government partnership approach to safety management;
7. OSHA resources directed towards Contractors whose safety and health efforts require assistance.

B. Goals

Participants of this Partnership will strive to:

1. Provide a safe and healthful work environment and reduce employee exposure to serious safety and hazards to minimize to the greatest extent possible the risk of serious injuries and illnesses for the employees at the Lucas County Multi Purpose Arena Project. Reduce serious injuries and illnesses and provide a safe and healthful work environment for employees at the Lucas County Multi-Purpose Area Construction Project;

2. Maintain lost time injuries and illnesses at a rate of 25% at or below the National Construction industry average.

3. Increase the number and improve the quality of safety and health programs and best practices implemented among Contractors and their subcontractors; and

4. Increase the number of employees, employers and supervisors who have completed relevant safety training.

C. Strategies

Strategies to achieve one or all of the above goals:

1. Empower each and every contractor employee to stop work immediately upon encountering a safety hazard, until corrective actions are implemented.

2. Implement a comprehensive job site inspection program.

    a. Complete job hazard analysis prior to employee exposures, identifying potential hazards to employee safety and health.
    b. Where health hazard exposures may exist, appropriate testing and evaluation will be required to ensure effective employee protection. Personal air monitoring will be conducted to assess employee exposure levels when required. Copies of these results will be shared with OSHA Contractors/subcontractors shall comply with the Respiratory Protection Program described in the OSHA Standards for the Construction Industry 1910.134.
    c. Hazards found during the project will be effectively corrected on a day to day basis, by the responsible contractor/subcontractor.

3. Strive for zero injuries on the job and increase safe processes and/or procedures by pre-planning and the use of Safety Task Assignment (STA) program.

4. Require all fall protection at the 6' level and above. Although 6' fall protection is not required by the current OSHA Construction Standards in every instance, the contractors, subcontractors and sub-tier subcontractors in this partnership are committed to providing a greater level of protection to the employees working at this site, and will require protection at the 6' level and above.

5. Ensure employees receive training as follows:

    a. 100% of Lathrop's on-site supervisory personnel and at least 100% of the Prime Contractor's and sub-tier subcontractors safety designees, will complete the 30-hour OSHA construction course (or its equivalent). Subcontractors can utilize other instructors as long as they can show a valid certificate of training.
    b. All onsite workers will receive a site-specific construction safety orientation covering jobsite safety and health issues, procedures relative to the work being performed and the requirements outlined in this Partnership Agreement. On site workers will be offered periodic construction safety refresher classes by a number of qualified trainers which may include Lathrop/Turner and assisted by OSHA personnel depending on available resources.
    c. Safety and health training to Hispanic/Latino subcontractors with non-English speaking employees will be conducted in Spanish should the need arise. OSHA may provide Spanish speaking instructors as needed, depending on available resources.
    d. Other hazard-specific training will be conducted on an as needed basis.
    e. Weekly safety meetings with the contractor's site safety representatives may be facilitated by Lathrop/Turner's site safety manager.

6. Require Prime Contractors and sub-tier subcontractors to train employees in the OSHA 10-hour construction course (or its equivalent or training specific to their work) to the extent possible, with a goal of at least 25% of the expected average number of employees being trained. Subcontractors can utilize other instructors as long as they can show a valid certificate of training. OSHA will provide assistance, depending on available resources.

7. Contractors shall have a site specific safety program. Companies that do not have their own written safety and health programs have the option of utilizing OSHA's Onsite Consultation program or other appropriate services to assist in its development of a site-specific program.

8. Require contractors to develop written site-specific safety and health plans to address the site-specific safety and health hazard exposures pertinent to their scope of work on the Lucas County Multi-Purpose Area Construction Project;

9. Ensure that all contractors, subcontractors, and sub-tier subcontractors' safety and health-related issues arising during the course of the construction work are adequately addressed. All safety and health-related issues will be discussed quarterly during the partnership meetings.

10. Ensure that all contractors, subcontractors, and sub-tier subcontractors adequately guard all equipment.

11. Periodically monitor noise levels of selected activities and provide monitoring results to applicable contractors for their use in complying with hearing protection requirements contained in 29 CFR 1926.101.

12. Strive to ensure compliance with NFPA 70E when working on live electrical equipment, including training and the availability and use of personal protection equipment.

13. A Site Safety Leadership Team (safety committee) will meet at least monthly with major contractors and subcontractors represented to review site activities and recommend any adjustments to safe work practices. Lathrop/Turner will encourage participation from the field staff to take an active roll in the safety leadership team.

14. OSHA may provide benefits to participating companies that voluntarily improve their safety and health performance. See Benefits section, below;

D. Measurement Systems

1. The measurement system will use OSHA recordable injuries and illnesses to determine the total lost workday injury and illness rate for the site compared to the average for the construction industry in Ohio and nationally.

2. Activity measures shall include the applicable number of employers, supervisors and employees trained. Lathrop/Turner will maintain the records of the 30-hour and 10-hour OSHA training certifications. All contractors, subcontractors, and sub-tier subcontractors will be required to conduct weekly safety toolbox talks.

3. Outcome measures will be gathered on an monthly basis, and will incorporate data to analyze the number of hours worked, number of injuries, illnesses and fatalities, and the number of serious conditions encountered as a result of onsite audits, job site inspections, and OSHA inspection activity.

4. Track the number of actions taken to those individuals who undermine the jobsite safety philosophy. The tools for tracking these actions may be re-orientation, near miss incident reporting and the safety audits.

5. Daily documented job site inspections will be performed to identify both the total number of hazards and corrected items by Lathrop/Turner, contractors and subcontractors. The jobsite inspections will be used in attempt to determine the subsequent progress and improvements with the safety and health programs.

6. Measurement factors will be compiled monthly by each contractor and at the end of the project.

IV. ANNUAL EVALUATION

The program will be evaluated on an annual basis through the use of the Strategic Partnership Annual Evaluation Format measurement system, as specified in Appendix C of OSHA Directive CSP 03-02-002.

Lathrop/Turner will gather the required participant data to evaluate and track the overall results and success of the partnership program. This data will be shared with OSHA.

It will be the responsibility of OSHA to conduct, write and submit the annual evaluation for review and approval by the partnership.

The Consultation Program managers will report the number of subcontractors that developed or improved their safety and health programs through consultation.

V. BENEFITS

Participant benefits from OSHA may include:

1. Maximum penalty reductions allowed in the OSHA Field Inspection Reference Manual (FIRM) for good faith and history. When calculating the initial penalty reduction, OSHA may provide an additional 10% reduction for good faith beyond the 25% reductions provided in the FIRM where the employer, in implementing the OSP, has taken specific significant steps beyond those provided in the FIRM to implement the Act and achieve a high level of employee protection (see FIRM, Chapter IV.C.2.i.5 [b]). This additional reduction will not apply to high gravity serious, willful, failure to abate or repeat citations. In cases where a partner's total penalty reduction is 100 percent or more, the minimum penalty provisions of the FIRM will apply (see FIRM, Chapter IV.C.2.b).

2. Priority consideration for compliance assistance and offsite technical assistance (phone calls/faxes) by OSHA as resources allow.

VI. OSHA INSPECTIONS AND VERIFICATION

OSHA will conduct one unannounced enforcement verification inspection each year for the term of the project. These inspections will be conducted through normal enforcement inspection activity. Inspections conducted in response to complaints, Local Emphasis Programs, or referrals will qualify as the enforcement verification inspection if, in addition to addressing the complaint/referral item(s), the compliance officer completes the focused inspection protocol for the worksite.

Lathrop/Turner and the contractors/subcontractors will not remain subject to OSHA inspections and investigations in accordance with agency procedures. OSHA will continue to investigate fatalities and catastrophes that occur at member companies.

VII. EMPLOYEE/EMPLOYER RIGHTS AND RESPONSIBILITIES

This partnership does not preclude employees and/or employers from exercising any right provided under the OSH Act, nor does it abrogate any responsibility to comply with rules and regulations adopted pursuant to the Act.

VIII. PARTNERSHIP MANAGEMENT AND OPERATION

A. Lathrop/Turner:

1. Implement Lucas County Multi-Purpose Arena Project Safety and Fire Protection program, including:

    a. Management commitment and employee involvement;
    b. Hazard analysis;
    c. Hazard control;
    d. Arrange or Facilitate training assistance to workers or other stakeholders on site.

2. Lathrop/Turner will mentor subcontractors who have not yet developed their own safety and health program and, if necessary, refer them to OSHA and/or OSHA Onsite Consultation for assistance

3. Enforce 100% fall protection for all trades performing any activity with fall hazards over six (6) feet. (Refer to Section C: Strategies). This includes, but is not limited to roofing and leading edge work, overhand bricklaying, and installing formwork, erecting pre-cast materials, reinforcing steel and steel erection.

4. Ensure that all contractor employees will be protected by the use of Ground Fault Circuit Interrupters (GFCI).

5. The Lathrop Safety Director and Safety Manager along with the Superintendents for Lathrop/Turner will assist in overseeing site safety, to serve as a point of contact, and to oversee the partnership goals.

6. The Lathrop/Turner Project Management Team and/or Safety Coordinator will conduct ~~daily~~ safety audits.

7. Conduct and document job-site safety meetings/toolbox talks on a weekly basis.

8. Submit monthly accident reports to the partners, including first aid, injury, property damage, and near-miss reports.

9. The Lathrop/Turner Site Safety Leadership Team will coordinate and conduct a comprehensive site audit on a monthly basis. Partnership Committee Members will participate in the site safety audit, as resources permit. If non-compliant activity or hazards are discovered, immediate correction is required. Lathrop/Turner will document the corrective action taken, and share this information during the quarterly update meetings.

10. Allow OSHA access to the site during inspection activities (monitoring and un-programmed activities such as fatalities and employee complaints).

11. Audit the partnership and make recommendations for improvement.

12. Share job-site inspections and near-misses incidents trends at monthly safety meetings and review near miss events with all workers at scheduled training sessions.

13. May request the services of OSHA Onsite Safety and Health Consultation Program.

14. When health-related issues arise during the course of the work, which are beyond the scope of Lathrop/Turner, referrals will be made through Lathrop/Turner to the OSHA Onsite Consultation Service.

15. No employee will be allowed to work directly below a suspended load except for employees engaged in the initial connection of steel. Controlled load-lowering shall be used whenever the load is over the connectors.

16. Require the use of appropriate personal protective equipment. Hardhats, eye protection, and high-visibility or reflective clothing as a minimum, will be worn at all times on the worksite.

17. Lathrop/Turner will review the contractors and subcontractor's use of wet cutting techniques and/or dust collection systems in addition to the mandatory use of approved respiratory protection where the potential for air born silica exposure exists. To the extent feasible, personal air monitoring will be conducted by contractors to assess employee exposures levels. Where the potential for other health issues such as carbon monoxide, lead, or large-scale use of chemicals in the building interior exists, Lathrop/Turner will strive to ensure the compliance of air monitoring to assess employee exposure levels. Sampling results will be shared with all affected employees as well as OSHA.

B. OSHA:

1. Participate in the quarterly Partnership Committee meetings, but not participate in the walk-around inspection.

2. The Compliance Assistance Specialist from the Toledo Area Office may be used as a resource for technical issues, and will be available to assist with safety and health training/tool box meetings.

3. Give priority to the Lucas County Multi-Purpose Area Construction Project when technical assistance is needed. Conduct inspections in accordance with section VI of this partnership.

4. Review Lathrop's safety and health self-audits.

C. Contractors / Subcontractors

1. All Contractors will appoint at least one on-site Partnership Committee member to resolve job-site safety matters, and be the liaison to Lathrop/Turner Site Safety Manager.

2. Conduct weekly job-site safety inspections. If non-compliant activity or hazards are discovered, immediate correction is required. Documentation of these inspections along with abatement methods and verification must be submitted to the Lathrop/Turner Site Safety Manager.

3. Participate in the quarterly Partnership Committee meetings and on safety audits. If non-compliant activity or hazards are discovered, immediate correction is required. Abatement methods and verification must be submitted to Lathrop/Turner Construction Site Safety Manager, who will document the correction taken and share this information during the monthly update meetings.

4. Each major subcontractor will be required to participate in the site safety committee.

5. Jobsite inspections will be shared and made available to all workers in the project safety office.

6. Request services from OSHA Onsite Consultation as needed.

All subcontractors and sub-tier subcontractors are participants of the partnership.

IX. TERMINATION

This agreement shall be in effect until completion of construction activities. Should any "signatory" stakeholder choose to withdraw prior to project completion, a written notice shall be given stating the reason(s) and providing 30 days notice to the other party(s). Prior to giving written notice it may be necessary for a 30 day discussion period.

If OSHA chooses to withdraw its participation in the partnership, the entire agreement is terminated. Either party may also propose modification or amendment of the agreement.

Changes to the Partnership Agreement may be implemented if all parties are in agreement that it is in the best interest of all members involved.

X. SIGNATURES

The date of this Lathrop/OSHA Partnership Agreement is_____, 2008.

Jule A. Hovi, Area Director
Toledo Area Office

Joe Zunk, Project Superintendent
Lathrop/Turner Construction

Doug Martin, Project Executive
Lathrop/Turner

Tina Skeldon Wozniak, President
Lucas County Commissioner

Pete Gerken
Lucas County Commissioner

Ben Konop
Lucas County Commissioner

Lucas County Multi-Purpose Arena

BIDDER GOOD FAITH EFFORT RESPONSIBILITIES

Good Faith Efforts

A Bidder's compliance with the requirement to make Good Faith Efforts to seek MBEs and women to participate in the construction of the New Arena Project 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 and women 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 and women 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 and women to participate on the project.

(2) The Bidder attended any pre-construction meetings scheduled to inform Bidders of the availability of MBEs and women 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 and women 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 and women;

(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 and women;

(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 Multi-Purpose Arena

BIDDER AFFIDAVIT OF COMPLIANCE

The new Lucas County Arena will bring great opportunities for contractors as well as the local workforce. 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 construction of the new arena in downtown Toledo. 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 15% minority involvement for both the construction and the workforce of the new Arena.

1. The bidder's minimum goal of total bid / contract price for MBE Participation on the project _____%.

2. The bidder's minimum goal of total workforce hours for Minority EEO Workforce participation on the project is _____%.

3. The bidder's minimum goal of total workforce hours for Women EEO Work force participation on the project is _____%.

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 _____2007 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:

MUST COMPLETE OTHER SIDE

Good Faith Effort

Bidder shall indicate what documented methods were used to meet the MBE goals for the project (i.e. contacting MBE companies, ads, faxes, emails, etc.)

Lucas County Multi-Purpose Arena

BIDDER MBE UTILIZATION FORM

State of _____

County (City) of _____

I _____HEREBY DECLARE AND AFFIRM that I and duly authorized

representative of: _____

NAME OF PRIME CONTRACTOR / SUPPLIER

And agree that I have personally reviewed the material and facts set forth herein describing our proposal plan to achieve the Goals of this contract.

All minority business enterprises included on this plan have been certified by one or more of the following agencies.

_____ City of Toledo–Department of Affirmative Action/Contract Compliance

_____ State of Ohio

_____ Northern Ohio Minority Business Council (or Affiliates)

All firms claiming to be certified have submitted copies of their valid MBE Certification.

MBE Subcontractors/Suppliers complete for each MBE Firm, Subcontractor/Supplier

1. Name of Firm:_____

   Address:_____

   City _____State _____ Zip_____

   Contact Person: _____ Phone _____

   Fax _____ E-mail _____

Projected Dollar Amount of Participation $_____ Projected Percent of Participation_____%

2. Name of Firm: _____

   Address: _____

   City _____State _____ Zip _____

   Contact Person: _____Phone _____

   Fax _____ E-mail _____

   Projected Dollar Amount of Participation $_____Projected Percent or Participation_____%

(This form may be copied if more space is needed to list MBE Firms.)

MBE LIST

COMPANY NAME	CONTACT PERSON	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	E-MAIL	Nature of Business	Certification
A. W. Edwards Electric	Norman Edwards	21 Birkhead Place	Toledo	Ohio	43608	419-243-9559	419-243-5826	normeddy52@att.net	Electrical contractor	MBE - Toledo
A.M.E. Metals, Inc.	Erix Infante	103 Keswick Court	Amhurst	Ohio	44001	440-985-3749	440-985-1654	erix@amemetals.com	Metal Parts Broker - Raw Metal Goods and Mechanical Parts	MBE - Toledo
AABA Trucking & Hauling LLC	Barbara Thompson	26 West Weber	Toledo	Ohio	43608	419-241-2753	419-241-2753	bjthomas@buckeye express	Trucking & Hauling, Topsoil, Salt, Blacktop,Sludge, Mulch, Roll-off Dumpster, Container Boxes	Ohio DAS MBE - Toledo
Accommodating Tax & Financial Services LLC	Stacie Davis	2901 Tremainsville Rd.	Toledo	Ohio	43613	419-720-6952	419-720-6952	atfsvcllc@yahoo.com	Financial, Tax, and Payroll Services, Tax Preparer.	WBE - Toledo
Acre Consultant		2450 N. Reynolds Rd.	Toledo	Ohio	43615	419-867-8288	313-867-8217	lrussell@acreconsulants.net	International Business trade, & Real Estate consulting	Ohio DAS
Acre Consultants LLC	Darrin Flowers	P.O. Box 401463	Redford	Michigan	48240	313-207-3451	313-336-2306	dflowers@acreconsulants.net	International Business Trade & Real-Estate consulting	MBE - Toledo
Adaris Testing Laboratory, LLC	James Jackson	4756 West Bancroft Street	Toledo	Ohio	43613	419-720-5252	419-720-5255	jackie@thejaicompany.com	Construction Materials Testing - Soil, Asphalt, Concrete, Environmental Observation & Monitoring, Concrete Mix Designs, & Inspection Service	MBE - Toledo
Advanced Carpet Care Service	Matthew Windless	1251 South Reynolds Rd. P.O. Box 140364	Toledo	Ohio	43615	419-867-8288	419-867-8217	mwindless@aol.com	Carpet Care and Cleaning	Ohio DAS MBE - Toledo
Advanced Underground Inspection LLC	Jeana L. Garcia-Moir	38657 Webb Drive	Westland	Michigan	48185	734-721-0081	734-721-0082	sheila_AVI@yahoo.com	Sewer & Manhole Rehabilation	WBE - Toledo MBE Toledo
Air Quality Construction Systems	Phil Gordon	311 E. Market Street	Lima	Ohio	45801	419-331-7331	419-331-5001	allqual9@earthlink.net	General Contractor - General Construction, Drafting, Masonry, Concrete, Siding, Carpentry, Painging, Ceiling work, Painting Ect.	MBE - Toledo
Alpha - Omega Chemical (Environmantal) Co.	George Jackson	4500 Lee Road Suite #215	Cleveland	Ohio	44128	216-475-7744	216-475-1452	gwjackson29@yahoo.com	Enviromental Testing & Analytical Services, Site Assessments, Asbestos services, Underground Storage tanks	MBE - Toledo
Alpha G/3 Security Inc	James Grace	915 Keil	Toledo	Ohio	43607	419-537-0437	419-535-1242	cghowe@ameritech.net	Security - Watch guard, Private Security, Escort, Special Function	MBE - Toledo
Alpha-Omega Electric, Inc.	Donald Coleman	1501 Potomac	Toledo	Ohio	43607	419-536-7993			Electrical Contractor - Commercial, Residential and Industrial	MBE - Toledo
American Flooring Installers LLC		8432 W. Central Suite 2	Toledo	Ohio	43560	419-842-0444	419-842-1555	gjohnson@floorsandwindows.com	Carpet , Ceramic, Tile, Wood Floors, VCT, Sheet Vinyl, Laminates and Area Rugs	Ohio DAS
Andy's Excavating & Sewer Co.	Andy Vargas	220 N. King Rd.	Holland	Ohio	43528	419-866-5472	419-866-5495		Sewer Excavating & Sewer Contractor	MBE - Toledo
Anercomp		705 Page Street	Toledo	Ohio	43608	419-243-1983	419-243-1983	anthonybates@anercomp.biz	Processing of Data, Technical and Operating Assistance for Professional and Material Devolpment	Ohio DAS
Apex Micrograpics, Inc. (AMI)	Bill and Laneta Goings	5973 Telegraph Rd.	Toledo	Ohio	43612	419-476-6535	419-476-6177	ami5973@sbcglobal.net	Document Management Color High Speed Scaning, 52' Wide Document Scanner, Engineering Prints,Microfilming, Digitech Software Reseller Printers, Cameras and Microfilm Supplies Full Service Copy Center, Laminating, Rubberstamps, Stationary Banners Fax Service, Office Supplies, B/W & Color, Digital Printing, Aperture Card Scan & Printing	Ohio DAS MBE - Toledo
Applied Science Inc.	Karen Ridgway	300 River Place Suite 5400	Detroit	Michigan	48207	313-567-3990	313-567-3750	karen.ridgway@asi-detroit.com	Engineering - Civil Engineers - Hysrologic, Hydraulic Water Quality Computer Modeling, Designs of Water Supply, Sewerage, Drainage Systems, Surge Analysis and Design, Site Planning and Design, Flood Control Studies, Stream Bank Stabalization Design, Storm Water Permitting, Water Quality Studies and Sampling, Watershed Studies, Wastewater System Collection Design, ECT.	WBE - Toledo
ASC Group Inc.	Shaune Skinner	4620 Indianola Ave.	Columbus	Ohio	43214	614-268-2514	614-268-7881	sskinner@ascgroup.net	All Levels of Cultural Recorces, Archaeological Historic Architecural, Ecological, Wetlands dn Environmental site Assessments, Socioeconomic; Land Use and NEPA Surveys and Reports	WBE - Toledo

This list is not intended to be all inclusive of Certified/Qualified MBEs that maybe available to perform on this project

MBE LIST

COMPANY NAME	CONTACT PERSON	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	E-MAIL	Nature of Business	Certification
B & E Jackson & Associates Inc.	Birdel F. Jackson III	229 Peachtree St. International Towers Suite #300	Atlanta	Georgia	30303	404-577-4914	404-577-4419	Bjackson@bejackson.com	Engineering - Road and Bridge Design, Construction Observation for Aviation Facilities, Runways, Design of Transit Systems, Urban and Regional Transportation Planning, Hydrologh and Storm Water Master Planning, - Civil Licenses Professional Engineers	MBE - Toledo
BC Vending & Refreshment Services Inc	Darla M. Murphy	942 Holland Park Blvd. #1	Holland	Ohio	43528	419-865-9187	419-865-9274	bcvendinginc@core.com	Vendor Snack Foods, Hot Foods, Hot Beverages, Office Coffee Service, and Bottled Water, Drinks, ECT. (WBE)	MBE - Toledo
Bebley Enterprises Inc	Thomas Bebley	719 Spencer Street Suite G	Toledo	Ohio	43609	419-389-9424	419-389-9417	tbebley@beblenterprises.com	Prevenitive Maintence Programs, Services Includes: High Preasure Waterblasting, Vactor Operations.	Ohio DAS MBE - Toledo
Belmont Labs	Samuel Elarr	25 Holiday Drive	Englewood	Ohio	45322	`937-832-8242	937-832-2868	same@bpel.com	Emvironmental Laborator	MBE - Toledo
Better Care Lawn & Snow Removal, Landscaping	Harold P. Collins	P.O. Box 351744	Toledo	Ohio	43615	419-346-7963	419-537-8004	HaroldP1113@yahoo.com	Lawn Maintenance and Snow removal, Landscaping	MBE - Toledo
BFD Trucking	Anthony Sanchez	1616 Co Rd. B	Swanton	Ohio	43558	419-875-4236	419-875-4289	bfdtrucking@hotmail.com	Haul Sand, Stone, and Topsoil Hourly Trucks Available	MBE - Toledo
Bolinds Solutions Services Inc.	Linda Williams	161 East Aurora Road	Northfield	Ohio	44067	330-468-1554	330-468-7939	Chuck@bolinds.com	Office Furniture, Office Sumpplies, Toner and Cartridges, ECT. (WBE)	MBE - Toledo
Brigette's & Associates Inc	Brigette Nunn	3001 Hartman P.O. Box 80155	Toledo	Ohio	43608	419-727-0575	419-727-0566	brigtan@aol.com	Constructing staking, Pre-design Civil and Architechual survey, Photo Grammetry Geodetic Control AL	Ohio DAS MBE - Toledo
Brooks Contrating Inc.	Catherina St. Francis-Brooks	27226 Glenwood Rd.	Perrysburg	Ohio	43551	419-872-4744	419-872-4737	dbrooks@brookscontractinginc.com	General Contractor, Concrete, Carpentry, Painting	WBE - Toledo
Brothers I.C. Glass Block Inc.	Patrick Parish	3032 South Ave Suite #18A	Toledo	Ohio	43609	419-478-2565	419-380-9268	broglass@toastnet.com	Glass Block Installiation and Construction, Design Fabrication	MBE - Toledo
Bryson / Tucker Electric LLC	Andrew Bryson / Paul Tucker	50 Elmdale Road	Toledo	Ohio	43607	419-536-2293	419-536-2799	m@brysontucker.com	Electrical contractor	Ohio DAS MBE - Toledo
Buckeye Probe Ltd.	Marcia Sampson	3352 Pendelton Street	Cuyahoga Falls	Ohio	44221	330-920-8118	330-929-6614	msampson2@neo.rr.com	Environmental - Drilling/Direct Pusah Technology, Bioremedial Injection, Invironmental Soil and Ground Water Sampeling, Wel Monitoring.	WBE - Toledo
Cad Concepts	Joyce Johnson	14 North 4th Street	Columbus	Ohio	43215	614-232-8970	614-232-8972	joycei@cadconceptsinc.cc	Engineering - CAD Design and Engineering Support - Support for Cad, GIS and Civil Engineering	WBE - Toledo
Campbell Industries & Supply, LLC	Mike Campbell	12933 W. Eight Mile Rd.	Detroit	Michigan	48235	313-862-3200	313-862-3260	campbell@campbell-supply.com	Construction Supplies - Drywall, Brick, Block, Mortar, Reasy mix, Stone, Ect	MBE - Toledo
Caswell Broomfield		2224 Torrey Hills Appt 2	Toledo	Ohio	43606	419-474-3689		broomfield_caswell@yahoo.com	delevry Service. Delivers office supplies, Prescription Medicine, Pay checks to companies in tri-state area.	Ohio DAS
Chem-Sales Inc.	Amos G. Clay Sr.	3860 Dorr Street	Toledo	Ohio	43607	419-531-4292	419-531-9565	Chemsalesinc@sbcglobal.net	Ice Melter Products, Water Treatment Chemicals and MRO / Janitorial Maintance Supplies	Ohio DAS MBE - Toledo
Clair David Interiors, Ltd.		6540 W. Central Ave.	Toledo	Ohio	43607	419-843-2300	419-843-2323	kimmarion@clairdavid.com	Commercial Furniture, Including Office Seating Institual, Classroom, Lobby, Filing,	Ohio DAS
Cleatis Reeves Carpentry LLC	Cleatis Reeves	100 S. Crissey Rd.	Holland	Ohio	43528	419-865-3837		maryburns@peoplepc.com	Carpentry - Drywall and Painting	MBE - Toledo
COLE Financial Services Inc.	Patricia Cole	139 Cadillac Square #400	Detroit	Michigan	48226	313-962-7055	313-962-7815	colefinancial1@ameritech.net	Staffing - Training and Consulting	MBE - Toledo
Coleman Systems, Inc.	Lorenzo Coleman	1775 E. 45th Street	Cleveland	Ohio	44103	216-431-8070	216-431-6924	lcoleman@colemanspoh.com	Contractor - Mechanical, Install Heating, Air, Plumbing, Power and Process Piping	Ohio DAS MBE - Toledo
Coleman Systems, Inc.	Lorenzo Coleman	1500 North Summit Street	Toledo	Ohio	43624	419-724-0899	419-725-1351	lcoleman@colemanspoh.com	Engineering and Design, UL compliance, Auto CAD Drawings, Instrumentation Calibration and Systems Integration	Ohio DAS MBE - Toledo
Comfort Zone Heat, LLC	Phil Claybrooke	1946 N. 13th Street	Toledo	Ohio	43624	419-243-8710	419-243-8744	comfortzonellc@aol.com	Electrical Services - Commercial & Industrial aheating & Cooling, Mechanical Services, Instillation, Repair and Replacement of HVAC, Mechanical Equipment used in Commercial, Industrail and Insitutional Applications, Licenced Heating, Vent, and AC contractors, Refrigeration, Electrical - Ohio Licenses Toledo License and Master Electrican and Electrical Michigan License	MBE - Toledo
CORE Design / Build Group	Phil Claybrooke	1946 N. 13th Street	Toledo	Ohio	43614	419-243-8722	419-243-8744	coredesignbuild@aol.com	HVAC - Electrical, Plumbing, & Piping - Commercial & Redidential	MBE - Toledo

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MBE LIST

COMPANY NAME	CONTACT PERSON	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	E-MAIL	Nature of Business	Certification
Dan Hawkins Sewer Systems	Dan Hawkins	3200 Maplewood Ave	Toledo	Ohio	43610	419-241-1410			Sewer Work & Dump Trucks	MBE - Toledo
Dar Public Relations Inc.	Dannette A. Render	3737 Park East Drive #205	Beachwood	Ohio	44122	216-831-4850	216-831-3964	Drengold@aol.com	Public relations (WBE)	MBE - Toledo
Dean Contracting Inc.	Linda Pontikos	19100 Holland Rd.	Brookpark	Ohio	44142	440-260-7590	440-260-7591	laluvnlife@sbcglobal.net	Painting and Concrete Contractor - Lead Abatement, Sand Blasting, Concrete Repairs and Sealing, Applications of Special Coatings	WBE - Toledo
Delrock Inc DBA Nelson Cleaning and Construction	Debra Blackshear	330 South Reynolds Rd. Suite 1	Toledo	Ohio	43615	419-531-3724	419-531-0344	nelsonclningconstr@sbcglobal.net	Janitorial and Related Services and construction cleanup.	Ohio DAS MBE - Toledo
Diversified Services Group Inc.	Karen Pilatowski	11958 Secor Rd	Petersburg	Michigan	49270	419-351-4700	734-854-3636	klh4700@tm.net	Janitorial - Construction Material Supplier, Construction cleaning, construction consulation Services, electrical contracting, Demolition	WBE - Toledo
Dmytryka Jacobs Engineers, Inc.	David Dmytryka	28535 Glenwood Road	Perrysburg	Ohio	43551	419-662-9001	419-662-9005	ddmytryka@djeinc.com	Engineering, Control Systems Intrigeration, Istrumentation's Controls Automation, SCADA Licensed Engineering Firm	MBE - Toledo
Dynamic Contracting Inc.	Erik C. Johnson	P.O. Box 80666	Toledo	Ohio	43608	419-726-8880	419-269-8001	erik@dynamiccurrents.com	General Contractor - Resteel Installation, Safety Administration	Ohio DAS, MBE - Toledo, NOMBC
Dynamic Currents Corporation	Dave Cornado	6705 Providence Street	Whitehouse	Ohio	43571	419-877-9060	419-877-9061	davecoronado@dynamiccurrents.com	Electrical Contractor & Supplier, Rebar Construction	Ohio DAS MBE - Toledo
E & H Taylor Construction Inc.	Bobby Howard	1001 Nebraska Avenue	Toledo	Ohio	43607	419-242-4526	419-242-4701	spowellbrown@aol.com	Truck hauling of construction type materials, Stone, Sand Dirt, Grindings, Concrete, Asphalt, Steel	Ohio DAS MBE - Toledo
Ebony Construction Co., Inc.	Amy Leake	3510 Centennial Rd.	Sylvania	Ohio	43560	419-841-3455	419-841-7845	amyl@ebonyco.com	Highway; General, Trucking, Paving, Fencing, Landscaping,Demo, Hauling, Materialmen,Gardrails	Ohio DAS MBE - Toledo
Ecological Services Inc.	Harish N Pandhi	857 Warehouse Rd. Suite F	Toledo	Ohio	43615	419-380-6000	419-380-9904	ecoserv@msn.com	Assessment, Surveys, remediation	MBE - Toledo
ECT.CON, Inc.	Terrie Baranek	3531 Fox Chase Dr.	Imperial	Penn	15126	724-695-2698	724-695-2698	ECTCONINC@aol.com	Environmental consulting - Environmental Chemistry	WBE - Toledo
El Tiempo	Celso Rodriguez	303 Morris Street P.O. Box 50466	Toledo	Ohio	43605	419-351-1521		Celso@eltiempotoledo.com	Newspaper - Speciality is Latino Community	MBE - Toledo
Eluster L Fields & Associates	Eluster Fields	1233 Dublin Rd.	Columbus	Ohio	43215	614-481-8902	614-481-8903	elusterfields@msn.com	Engineering - Civil Engineering Services	MBE - Toledo
ESA Engineers, Surveyors & Associates L.L.C.	Pam Ulrich	5353 Secor Road	Toledo	Ohio	43623	419-475-9445	419-475-9473	pulrich@esaassociates.com	ESA provides comprehensive civil engineering and surveying services. Engineering services include storm water management, sanitary sewer systems, water supply & distribution, transporation, and site planning/devolpment. Surveying services include boundary and topographic services along with construction staking	Ohio DAS
Executive Construction Management Inc.	Ronald Jackson	1946 North 13th Suite #337	Toledo	Ohio	43624	419-241-9335	419-241-9342	vjackson@ecmconstruction.com	Construction Management - General Contracting, HVAC, Plumbing, Concrete Flat Work, Footings, Foundations and Painging (interior & exterior)	MBE - Toledo
Fields & Brown	Taylor Fields	1100 Main Street #1600	Kansas City	Missouri	64105	816-474-1700	816-421-6239	fieldsandbrown@fieldsandbrown.com	Attorney - Law firm	MBE - Toledo
Fisher / Harmon Supply & Equipment DBA D & H Construction	Dennis Harmon	925 Wamba Ave	Toledo	Ohio	43607	419-531-8444	419-283-4027	dh248348@aol.com	Construction - Concrete Blocks & Bricks, Concrete Supplies / Plumbing and Ready Mix Concrete, Plumbing, Pipes, Fire Hydrants - Have Catalogs	MBE - Toledo
Fresh Cut Lawn Care Services	E. Stanford Crooks	P.O. Box 352396	Toledo	Ohio	43635	419-242-9255	419-242-9255	MRESC58@SBCGLOBAL.NET	Lawn Care Services such as Cutting and Trimming Lawns.	Ohio DAS MBE - Toledo
Frische-Mullin, Inc.	Raj K. Thapar	5132 Enterprise Blvd.	Toledo	Ohio	43612	419-726-4900	419-726-4114	rrthapar42@hotmail.com	Heating & Air-Conditioning Specialists Furnish and Install Boilers, Furnaces, Air-conditioners Ect	MBE - Toledo
G. Stephens Inc.	Glen L. Stephens	58 W. Exchange St. Suite D	Akron	Ohio	44308	330-762-1386		gstephens@gstephensinc.com	Ganeral contractor & construction Managemant, Sewer & Water Management	MBE - Toledo
Gabes Electric Inc.	Suzanne Somogyl	28510 Lemoyne Rd.	Millbury	Ohio	43447	419-666-1981	419-666-4856	gelectric1@aol.com	Electrical contractor, Traffic signals, Outside Lighting, Commercial Electric, High Voltage and Airport Lighting	WBE - Toledo
Gonzalez Property Ltd. LLC		5261 Tractor Rd.	Toledo	Ohio	43612	419-478-9122	419-478-1845	zeke@toolcomp.com	Real Estate & Industrial Distribution	Ohio DAS
Gordon's Manufacturing Co.		2548 Michael Lane	Maumee	Ohio	43537	419-865-9072	419-865-9072	gordonsmfg@adelphia.net	manufacturer and distributerof customizedanti-static,anti dust cleaning products, computer clean	Ohio DAS
Great Lakes Marketing	Lori M. Dixon Ph.D	3103 Executive Pkwy.	Toledo	Ohio	43606	419-534-4700	419-531-8950	ldixon@greatlakesmarketing.com	Telephone Surveys, Focus Groups, Stactical Data Processing	WBE - Toledo

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MBE LIST

COMPANY NAME	CONTACT PERSON	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	E-MAIL	Nature of Business	Certification
GVM LLC	Glen Stephens	104 North Summit Street Suite 102	Toledo	Ohio	43604	419-241-5188	419-241-5199	Danielle@GVNLLC.com	Geographic Information Systems (GIS) and Educational Technology Firm. Assist with System Design, D	Ohio DAS MBE - Toledo
H. Davis and Sons	Henry Davis	1043 King Street	Toledo	Ohio	43607	419-467-8492-	419-243-9114	hdavisandsons@yahoo.com	Trucking services such as removal of dirt concrete,ect. Site-Work Equipment Services - Backhoe, Lifts,ect. Services with Semi's, Tandems, Quads and Triaxle Trucks	Ohio DAS MBE - Toledo
H.T. Griffin Excavating	Henry Griffin	3950 S. Berkey - Southern	Swanton	Ohio	43558	419-826-0230	419-865-1088		Trucking, Excavating, Sand, Stone, Topsoil, Bulldozers, Dumptrucks, Subcontractor	MBE - Toledo
Harrison Contracting Co	Dante Harrison	409 Boston Place	Toledo	Ohio	43610	419-514-0038		harrisoncontractingco@yahoo.com	Remodeling Contractor	MBE - Toledo
Harvard Engineering & Construction Consultants, Inc.	William Richardson	1346 Broadway Ave.	Detroit	Michigan	48226	313-963-7100	313-963-3209	wrichardson@harvardconstruction.com	Construction Management - Heavy Concrete, Design and Build	MBE - Toledo
Haythorne Interprises Inc. DBA Haythorne Logistics	Stanley Haythorne	2415 Glenwood	Toledo	Ohio	43620	419-392-0681	419-244-0959	shaytho@yahoo.com	Trucking and Hauling Aggregate and Asphalt	Ohio DAS MBE - Toledo
HCI	Robert S. Hunt	203 Sprowl Rd. P.O. Box 532	Huron	Ohio	44839	419-433-2071	419-433-2644	HCIbob@aol.com	Excavation, Site Work, Underground Utilities, General & Subcontracting - Precertified Engineered Metal Builder, Associated with V.P. Buildings Inc.	MBE - Toledo
Headworks Inc.	Michele LaNoue	11011 Richmond Ave Suite #900	Houston	Texas	77042	713-647-6667	713-647-0999	mlanoue@headwoeksusa.com	Water and Wastewater Cleaning Equipment	WBE - Toledo
Higgens Sales and Marketing Inc.	Virginia Higgins	744 Capital Commons	Toledo	Ohio	43615	419-867-1285	419-867-3474	lsmi@accesstoledo.com	Utility Construction - Underground - Directional Bore, Trench, Hoe, Snow Removal, U-cart, Redi-mix Cement With Trailers	WBE - Toledo
Infiniti Energy & Environmental Inc.	Sherman Larkins	65 Cadillac Sq. #2815	Detroit	Michigan	48226	313-964-0565	313-964-0894	sl@infinitygroups.us	Environmental Services - Industrial Commercial and Governmental Clients, Suppliers of Natural Gas, Electricity, Fuels, Liquid Hauler and Industrial Cleaning	MBE - Toledo
Integrated Cable Communications	Neil Trotter	643 Sylvania Ave.	Toledo	Ohio	43612	513-563-8053	513-563-4445	icable@cinci.rr.com	Telecommunications Design - Voice Data, Security Cable, Low voltage Wiring	MBE - Toledo
Instant Replay Sport LLC	Vincent Wiggins	P.O. Box 70607	Toledo	Ohio	43607	419-345-6650	419-536-3555	vince@getinstantreplay.com	Public Relations and Marketing	MBE - Toledo
Intergrated Supply Management Inc.	Tommy Longest	3575 Vinewood	Detroit	Michigan	48208	313-961-2220	313-961-2320	tommy@ismdistribution.com	Industrial Supplies - Electrical, Safety, Janitorial Supplies & Equipment	MBE - Toledo
J. Cyrus Inc		1622 Speilbush Ave	Toledo	Ohio	43624	419-476-1941	419-475-9697	jcyrusinc@msn.com	Food Service Contractor	Ohio DAS
Jackson & Associates Inc.	Manzetta Jackson PhD	316 N. Michigan	Toledo	Ohio	43615	419-536-0766		drmanzetta@aol.com	Counselling - Human Services, Personal, career, Educational and Employee	MBE - Toledo
Jacobson Computers Inc	Lynn Jacobson	5610 Monroe street	Sylvania	Ohio	43560	419-885-0082	419-885-2622	jacosoni@jcigroup.com	computer services, computer Repairs, Sales, Programming, consulting	WBE - Toledo
Johnson Construction	Billie Johnson	4534 Berkey Southern	Swanton	Ohio	43558	419-250-2627			Trucking - Hauling and Excavating Dirt, Concrete, Sand, Stone, - Can Provide Trucks and do Cleaning and Tree Removal	MBE - Toledo
Joseph's Roofing Co	Joe Garza	29118 Millbury Rd.	Millbury	Ohio	43447	419-836-3070	419-836-3070		Commercial, Industrial, residential roofing	MBE - Toledo
K. Davis	Yolanda Davis	526 N. Webster Street	Gibsonburg	Ohio	43431	419-637-7438	419-637-5057	yolandadavis2002@yahoo.com	Small Commercial and Residential Construction & Manufacturing	WBE Toledo MBE - Toledo
Ken Mours Marketing & Recruiting	Kenneth Cunningham	330 South Reynolds Rd. Suite #19	Toledo	Ohio	43615	419-537-9195	419-537-9284	kkenham@aol.com	Job / Employment Agency	MBE - Toledo
Key Cable & Supply	Andrea K. Supplee	4037 Genoa Rd.	Perrysburg	Ohio	43551	419-837-6181	419-837-6185	asupplee@keycableand supply.com	Resale - Wholesale Distributor of Electrical Supplies	WBE - Toledo
Khafra Engineerling Consulants, Inc.	Valentino Bates	230 Peachtree Street Suite #200	Atlanta	Georgia	30303	404-525-2120	404-525-3611	kahafra.com	Entineering - Environmental, Water, Wastewater Design and Plant Operaior, Environmental Remediation, Civil and Site Engineering, Mechanical, electrical, Plumming Engineering, CIS Mapping and Construction Mgt. Services	MBE - Toledo
KLE Construction Company	Kevin Edwards	3750 Summit Rd. Suite #100	Norton	Ohio	44314	330-745-2670	330-745-2672		Construction Services - Supply, Placemant of Reinforcemant Steel, Concrete & structural Steel, Masonry, ICF's, Electrical, Ornamental Iron, Misc. Welding	MBE - Toledo

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MBE LIST

COMPANY NAME	CONTACT PERSON	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	E-MAIL	Nature of Business	Certification
L3 Designs LLC	Robert Langford III	337 Southwood Dr.	Perrysburg	Ohio	43551	419-215-7575	419-873-8382	lthreedesigns@yahoo.com	Graphis Design - Sign Making, T-Shirts, Business Cards Letterhead, Invitations, Newsletters Ect. Full Color Silk Screen	MBE - Toledo
LaMore Jacks Construction	LaMore Jacks	1662 Abram Street	San Leandro,	California	94577	419-472-0172	510-967-6022	Djadks@sbcglobal.net	Reconstruction, Tenant Improvement, Building Remodeling, Room Addition	MBE - Toledo
Laser Connection Inc.	Roxanne Damask	418 Main Street	Toledo	Ohio	43605	419-691-1991	419-691-3333	laserconnection@email.com	Office Equipment - Ink toner Recycling broker - sales,	WBE - Toledo
Lee Infrastructure Restoration, Inc.	Janice Grubaugh	8936 State Route #14	Streetsboro	Ohio	44241	330-626-1800	330-422-1880	leeinc@apk.net	Contractor - Utility and Supplier, Manhole Rehab, Pipeline Cleaning and CCTV, Pipeline Cured in Place	MBE - Toledo
Lee Moore's DBA Moore's Hauling	Lee Moore	1334 Campbell Street	Toledo	Ohio	43607	419-241-8861	419-242-9164	brenda.jackson-cross@utoledo.edu	Trucking, construction, and supplying construction Materials such as Sand, Stone, Topsoil, and Salt	Ohio DAS
LJD Properties LLC	John A. Escobar	28991 Belmont Farm Rd.	Perrysburg	Ohio	43551	419-261-5646	419-261-5646	John1969@quixnet.net	Redidential & Light Commercial Construction	MBE - Toledo, NOMBC
Lymco Fire Protection, Inc	Leo A. Mack	1644 Ralston Circle	Toledo	Ohio	43615	419-537-0439	419-537-0974	lymcofirepro@alo.com	Fire sprinkler Installation and Service	Ohio DAS MBE - Toledo
M & J Cleaning Service Inc	Mae Blair	702 Evesham Avenue	Toledo	Ohio	43607	419-535-3018	419-535-3018	maemj@aol.com	Janitorial & cleaning services	Ohio DAS MBE - Toledo
M & R Enterprises	Ralph Jones	1588 East 40th Street #1-E	Cleveland	Ohio	44103	216-881-0223	216-881-0572	mrenterprises111@aol.com	Sewer - cleaning and Construction, TV inspections, HVAC, Grading, Drainage and Trucking - Pipe Fitting and Fire Protection	MBE - Toledo
M. R. Williams Construction & Supply Co.	Michael Williams	P.O. Box 351598	Toledo	Ohio	43635	419-726-4848	419-868-8873	mwilliamsptg@aol.com	Home Improvement & Remodeling Contractor; Construction Supplier	NOMBC
M.V. Technonogies Inc.	Vijay Rastogi	2855 Market St. Suite #214	Akron	Ohio	44333	330-864-7450	330-864-8136	mtvi@aol.com	Environmental Consultant - Including Site Assessments, Compliance Plans, Risk Assessments, Underground Storage Tank Management, Asbestos Surveys, Asbestos Project Design and Environmental Permits - Asbestos Evaluation Specialist License and Asbestos Project Designer License, Soil Sampling, Water Sampling, Phase I & II Site Assessment and Risk Assessment	MBE - Toledo
Mail It Corporation	Karen C. Smith	305 Morris Street	Toledo	Ohio	43602	419-249-4848	419-249-4847	michelle@mailitcorp.com	Mail - Letter Shop - Inserting Envelopes - Ink Jet Addressing, Statement Billing	WBE - Toledo
Management Systems Utility Group LLC	Burgoyne Jones	8180 NW 36th Street Suite #407	Miami	Florida	33166	305-468-8748	305-468-8749		Computer - Application Design, Devolpment and Consulting.	MBE - Toledo
Mandell-Vasquez, Inc	Herman Vasquez	300 Morris Street	Toledo	Ohio	43602	419-255-6666	419-255-6446	manvas@aol.com	Sales, service and installation of heating, ventilating and air conditioning equipment including Me.	Ohio DAS MBE - Toledo
Margie's Cleaning Service	Margie Ann Burley	1368 Matzinger Rd.	Toledo	Ohio	43612	419-729-3331	419-729-3331	mnmestatesales@earthlink.net	Janitorial - Estate Liquidations and Cleaning Residential and Commercial.	WBE - Toledo
McCormick & Bebley Construction Company LLC	Stan McCormick	101 Main Street Suite G	Toledo	Ohio	43605	419-870-9998	419-867-2009	stan.mccormick@siss.cc	Construstion - Commercial / Interior Construction Finishes; Floors, Cielings, Drywall, Metal Studs, Carpentry, Painting, Fireproofing	MBE - Toledo
MerAln Commercial Products Corporation	Mearle Allen	3302 N. Summit	Toledo	Ohio	43611	419-349-8410	419-727-7855	meraln@msn.com	Janitorial Supplies - Commercial Products Such As, Bags, Banding, Clipboards, Staples, Cushioning Mats, computer Supplies and Office Equipment	MBE - Toledo
Michael Williams Inc. DBA Williams Painting Co.	Michael Williams	6832 Door Street P.O. Box #351598	Toledo	Ohio	43615	419-841-3240	419-866-8873	mwilliamsptg@aol.com	Painting contractor and Building Maintenance, Painting Supplies	MBE - Toledo
Michigan Industrial Group (MIG) LLC	Paul Jenkins Sr.	607 Shelby Suite #300	Detroit	Michigan	48226	313-964-3155	313-964-3264	pjenkins@michindustrial.com	General Contractor, Industrial & Commercial	MBE - Toledo
Moawad Construction Ltd.	Sam Moawad	1410 East Broadway	Toledo	Ohio	43605	419-467-0077	419-698-5815	moawadconstruct@aol.com	Supply Construction Aggregate and Lease Heavy Equipment.	Ohio DAS MBE - Toledo
Mondo Mechanical Inc.	Juan Hinojosa	705 Burbank Drive	Toledo	Ohio	43607	419-531-7303	419-531-7351	mondomechanical@sbcglobal.net	Speciality - Plumbing, HVAC, Refrigeration, boilers, Process Piping, Gaslines, Waterlines, Equiptment	Ohio DAS

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MBE LIST

COMPANY NAME	CONTACT PERSON	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	E-MAIL	Nature of Business	Certification
Moody - Nolan Inc.	Rick Murray	300 Spruce Street Suite #300	Columbus	Ohio	43215	614-461-4664	614-280-8881	kzook@moodynolan.com	Architecture / Engineering - Airports, Arenas, Fitness Centers, - Commercial Interior Design, Engineer - Highways, Interstates, Freeways, and small Stream Bridges	MBE - Toledo
Moore's Hauling	Lee Moore	1334 Campbell Street	Toledo	Ohio	43607	419-241-8861	419-242-9164		Hauling Stone & Gravel Supplier, Janitorial Supplies, Snow Removal	MBE - Toledo
Morse & Shorter	Robert Shorter	4400 Heatherdowns Blvd.	Toledo	Ohio	43614	419-382-9458	419-382-9458		Drafting - Civil & Structural Construction Management	MBE - Toledo
Mouse's Trucking LLC	Nikki Mousoulias	2701 Eber Rd	Monclove	Ohio	43542	419-861-0150	419-861-0217	mmousoulias@aol.com	Trucking - Hauling materials such as, Dirt, TopSoil, Stone, Ect	Ohio DAS MBE - Toledo
MSGeo	Dr. Mohamed Abdellatif, PE DEE	876 Pineway Dr.	Worthington	Ohio	43085	614-846-1222	866-431-1299	ma@HA-m.com	Ciivil and Environmental Engineering, Planing Feasibility Studies and Design	MBE - Toledo
Nancy J Wheatley Inc.	Nancy Wheatley	P.O. Box 873	Saisconset	MA	2564	617-417-9377		niwheatley@aol.com	Environmental Consulating - Environmental Reculation, Clean Water Act.	WBE - Toledo
New Era Builders	Joseph Lopez	16126 St. Clair Avenue	Cleveland	Ohio	44110	216-486-5520	216-486-2440	JoeLopez@nls.net	Coinstruction Management - Genera Contracting, HVAC, Plumbing, Concrete Flatwork, Footings, and Foundation, and Painting (Interior & exterior)	MBE - Toledo
Nikita Trucking Inc.	Shirley A Powell-Brown	406 Heathshire Drive	Toledo	Ohio	43607	419-343-9496	419-754-4922	spowellbrown@aol.com	Dump Truck Hauling of construction type of materials. Ie Stone, Sand, Gravel, Concrete, ect. On a Local	Ohio DAS MBE - Toledo
Northwest Consultants, Inc.	Ernest Er-Li Ch'ang / Heather Stubbs	3220 Central Park West	Toledo	Ohio	43617	419-841-4704	419-841-2979	echang@nci-eng.com	Civil, Structural, and Environmental Engineering, Construction Management, Inspection and Staking	Ohio DAS MBE - Toledo
Ohio Transitional Machine & Tool	Marten Whalen	3940 Castener Street	Toledo	Ohio	43612	419-476-0820	419-476-1621	ohiotransitional@hotmail.com	Michinery - CNC Milling & Turning, EDM work, Welding and Fabrication, Boring Mill Work, and 3-D Machining	MBE - Toledo
OmniService Inc.	Paul Garrison	1946 N. 13th Street	Toledo	Ohio	43614	419-578-7304	419-243-8744	coredesignbuild@aol.com	Heating, Air-Conditioning, Refrigeration, Boilers	MBE - Toledo
Optimum Technology Inc.	Josh Davda	100 East Campus View Blvd. Suite #380	Columbus	Ohio	43235	614-785-1110	614-785-1114	Josh.davda@otech.com	Computers - Information Technology, Enterprise Application, Intergration and Custom Application and Development	MBE - Toledo
P.V.F Equipment & Supply LLC	Juan A. Hinojose	705 Burbank Suite B	Toledo	Ohio	43607	419-531-7303	419-531-7351	mondomechanical@sbcglobal.net	Heating and Cooling Equipment, Pipe Valves and Fittings	MBE - Toledo
Paxton Demolition	Codie Paxton	6225 Benore Rd.	Toledo	Ohio	43612	419-466-2634	734-848-3753	paxtonfamily@chartemi.net	Demolition - Demo Structures, Remove Pools, Grade, Seed and Stone	WBE - Toledo
Peak Electric Inc.	Lenora McIntyre	5005 North Summit Street	Toledo	Ohio	43611	419-726-4848	419-726-6206	Peak@buckeye-express.com	Electrical and Fire alarm Supply, Installation, Service, Repair, and Maintenance	Ohio DAS, MBE - Toledo, NOMBC
Pearlia Interiors	Pearlia Kynarc	3420 Monroe Street	Toledo	Ohio	43606	419-536-5525		pkynard2001@yahoo.com	Interior Design - Decorating (WBE)	MBE - Toledo
Pettaway Painting	Huston Pettaway	P.O. Box 5405	Toledo	Ohio	43613	419-389-0236	419-475-3636	hpettawy@sbcglobal.net	Painting, Wallcovering, Special Coatings	MBE - Toledo
Polygraphics Inc. DBA Kohnes	Lori Rupp	2369 Airport Hwy	Toledo	Ohio	43609	419-385-9500	419-389-0200	lori@kohnes.com	Graphic Arts - Visual Communications, Commercial Photo Lab and Photographic Equipment and supplies	WBE - Toledo
Polytech Inc.	Babu K. Patel	101 Main Street Suite G 55 Public Square Suite #510	Toledo / Cleveland	Ohio	43605 / 44113	419-698-7675 216-696-3141	216-694-5890	nbliss@polytechengineers.com	Engineering - Mechanical, Electrical, Civil, Transportation, Environmental / Sanitary and Structural engineering	MBE - Toledo
Powell's trucking Group, Inc.	Frederick A. Powell	2363 Karendale Drive	Toledo	Ohio	43614	419-787-4502	419-385-0756	spowellbrown@aol.com	Dump truck Hauling and Service for Construction type Materials such as Concrete and Sand	Ohio DAS MBE - Toledo
Premium Technical Service Inc.	Lee Cage	26215 Cambridge West #6-103	Warrenville Heights	Ohio	44128	216-765-8178	440-519-9778	L.D.Cage@aol.com	Engineering - Environmental - Sewer Investigation, (CCTV, Smoke, Dye, testing, M.H. Inspection	MBE - Toledo
Price Builders & Developers Inc. LLC DBA PB&D Inc LLC	David Price	10290 Sandlewood Drive	Twinsburg	Ohio	44087	330-405-6414	330-405-0869	pricecorp@hotmail.com	Restoration Services, Damproofing, Interior & Exterior Flooring, Preformed Joint Seals, Expansion Seals, Concrete Repairs, Parking Garages, Bridges, Water Treatment Plants	MBE - Toledo
PRIME Engineering & Architecture Inc.	Susheela D. Suguness	470 Olde Worthington Rd. Suite #325	Westerville	Ohio	43082	614-839-0250	614-839-0251	Info@primeeng.com	Engineering a& Architecture consulting Services - Architecture - Civil and Structural and material Testing, Highways and Bridges	MBE - Toledo
Proudfoot Associates Inc.	Paul Proudfoot	5360 Heatherdowns Blvd	Toledo	Ohio	43614	419-865-7195		info@proudfootassociates.com	Transpiration, Highway and Intersection desigh, Freeway and Interchange design, Local Highway and	Ohio DAS MBE - Toledo
PSA Contractors, Inc.	Patrick Aliu	1516 E. Hillcrest St. #310	Orlando	Florida	32803	407-898-9119	407-898-9077	Info@psaonline.com	Construction / Program Management	MBE - Toledo

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MBE LIST

COMPANY NAME	CONTACT PERSON	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	E-MAIL	Nature of Business	Certification
Quality Building Supplies for Industry, Inc.	Edward L. Haynes	17485 Saylor Lane. Rd. PO Box #10	Grand Rapids	Ohio	43522	419-832-2202	419-832-8106	qualitybldging@aol.com	Construction & Industrial Materials	MBE - Toledo, NOMBC
Quality Painting Inc.	James Lee Jackson	339 Rockingham Street	Toledo	Ohio	43610	419-244-1218	419-255-3061	qpaint@accesstoledo.com	Painting	Ohio DAS MBE - Toledo
R & E Exports	Paul Garza	300 Sandusky Street	Toledo	Ohio	43611	419-727-9400	419-727-9405	reexports@msn.com	Domestic and Export Sales of used and New Truck Parts (Semi's) and Parts, construction Equipment. Complete Trucks & Heavy Equipment	NOMBC
R. Gant LLC	Roosevelt Gant	111 Wamba Ave.	Toledo	Ohio	43607	419-327-4382	419-535-7914	roosevelt.gant@bex.net	General Contractor/Construction Management Services with Primary Focus on Commercial, Industrial and Institutional Customers in both the Public and Private Sectors	NOMBC
R.A. Environmental Partners LLC	Gary Daugherty	4456 Woodbriar Drive	Toledo	Ohio	43623	419-472-2806	419-472-2806	daughertygary@yahoo.com	Managing organizing and exciting projects pertaining to the total environment and ecology.	Ohio DAS
R.Davis Trucking	Randy Davis	2764 Monroe Street	Toledo	Ohio	43606	419-826-0230	419-865-1088		Trucking, Hauling, Towing, Demolition, Sand, Stone, Backhoe Service	MBE - Toledo
R.L. Williams Construction	Charles Williams	7115 Jeffers Rd.	Whitehouse	Ohio	43571	419-877-5341	419-875-6517	R.L.Williams@accesstoledo.com	General & Subcontractor (Highway): Asphalt, Concrete, Pavements, (curbs, walks, & driveways), Drainage	Ohio DAS MBE - Toledo
Ralph C. Tyler P.E., P.C. DBA Ralph Taylor Companies	Ralph Tyler	1120 Chester Ave. #200	Cleveland	Ohio	44114	216-623-0808	216-623-0979	Ralph.Tyler@RalphTyler.com	Engineering / Architectural Services, Construction Management, Program Management, Civil Engineering, Architectural Design, Environmental Engineering, Landscape Design, Structural Engineering, Mechanical and Electrical Engineering, and Land Surveying - Licensed to provide Architectural, Engineering and Surveying Services	MBE - Toledo
Rath Builders Supply Inc.	Barbara A. Rath	07482 Sr. 66 N. P.O. #811	Defiance	Ohio	43512	419-782-7284	419-782-3698	rathbldr@defnet.com	Construction Material Supplier	MBE - Toledo
Real Bright Electric	Emzie Wilson	711 Moran Ave.	Toledo	Ohio	43607	419-870-1730	419-531-4518		Electrical contractor & Bucket Truck	MBE - Toledo
Redirections Inc.	Kathy Mackey	5157 East 64th Street	Indianapolis	Indiana	46220	317-731-5157	317-731-5097	istare@re-directions.com	Signage - Interior & Exterior Signs and Banners, Flags, Monuments, Vehicle Graphs, Commercial Displays, Bookcases and Corporate Work Stations	WBE - Toledo
Regulatory Compliance Consultants	Sharon roman	6011 Renaissance Place Suite #1	Toledo	Ohio	43609	419-882-9224	419-882-9226	rccsharon@aol.com	Health and Safety Consulting	WBE - Toledo
REH Systems Solutions LLC		6591 West Central Avenue Suite 204	Toledo	Ohio	43617	419-517-1325	419-517-1328	rhodge@rehsystems.com	Information technology reseller, Integrator software application development and training; Products and services for Microsoft, Cisco, Nortel, Foundry Networks, NEC, Avaya, Lucent, Ibm, Dell, Rim, Sprint, and Oracle	Ohio DAS
Resource One Computer System Inc.	Stampp Corbin	1159 Dublin Rd.	Columbus	Ohio	43215	614-485-4800	614-485-4848	scorbin@rocs.com	Computer - Products & Services, Consulting, Supply Chain Management, Integration, Deployment, Infrastructure, Support and Asset Retirement,	MBE - Toledo
Richey's Bar-B-Q Deli		2366 Meadowwood Drive	Toledo	Ohio	43606	419-536-1647	419-536-1647	sblake@pop3.utoledo.edu	Restaurant, Delicatessen and Sale of Barbecue Sauce	Ohio DAS
RRT Images	Ramon Tiggs	1706 Fallbrook Rd. P.O. Box #141259	Toledo	Ohio	43614	419-382-9996		rrtimages@aol.com	Photography - Professional & Restoration ' Sports, Landscapes, Social Events, Corporate Events, Portraits, Weddings Ect. Digital Art Photography for Wall Decor (Home Business Office) Photo Postcards, Posters (inspirational and Sports) Greeting Cards, Invitations, and Photo Business Cards.	MBE - Toledo
Ruben & Ruben LLC	Ruben Daniels	357 1/2 Islington P.O. Box 4876	Toledo	Ohio	43610	419-244-7703	419-242-6869	rulespp@hotmail.com	Plumbing , Power Washing, Piping and Fire Protection	MBE - Toledo
S.K.C.P.A. LLC		9222 Wintergreen Court	Sylvania	Ohio	43560	419-882-3599	419-517-3503	skcpa@buckeye-express.com	Accounting, Auditing, Budgeting, Maintain accounting records of restricted Funds, Analyze Financial Data and Generate Financial Reports, and Provide Taxation Consulting.	Ohio DAS

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MBE LIST

COMPANY NAME	CONTACT PERSON	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	E-MAIL	Nature of Business	Certification
Sallie's Wholesale & Construction, Inc.	Sallie Sylvester	728 Park Avenue East	Mansfield	Ohio	44901	419-524-7973	419-524-7974	sallie@sallieswholesale.com	Construction Materials - Steel Pipe ect. (WBE)	MBE - Toledo
Sandusky Bay Construction Company Inc.	Mason Oglesby	178 East Main Street P.O. Box #766	Norwalk	Ohio	44857	419-663-1002	419-668-9731	philo@sandbay.com	General or Subcontractor - Bridges - Clearing & Grubbing, Roadway Excavation and Embankment Construction, Incidental Grading, Temporary Soil Erosion and Sediment Control, Aggregate Bases, Flexible Replacement, Structural Removal, Level 1 & 2 Bridge, Reinfo	MBE - Toledo
Seaport Professional Janitorial Services Inc.	Tracee Perryman	136 North Summit Street Suite #211	Toledo	Ohio	43604	419-241-7987	419-241-7990	Smprojanitorial@sbcglobal.net	Janitorial - Construction Clean Up	MBE - Toledo
Service Master Professional Janitorial Services		136 North Summit Street Suite 211	Toledo	Ohio	43604	419-241-7987	419-241-7990	Smprojanitorial@sbcglobal.net	Provides Janitorial services and building Maintenance for commercial buildings. Also distributes JA	Ohio DAS
SGI Images LTD	Adrian Rodriguez	4530 Stengal Ave P.O. Box #140305	Toledo	Ohio	43614	419-380-0550	419-380-0950	Sgiltd@sbcglobal.net	Promotional Items, Screen Printing, Graffic Designed, Advertisement	MBE - Toledo
Shelman Concrete Co. Inc.	Theodis Shelmon	1642 Ralston Circle #204	Toledo	Ohio	43615	419-539-6909	419-349-5677		Concrete Work - Pour Concrete	MBE - Toledo
Shreffler Inc.	Kathy Wadsworth	1192 N. CR #42	Gibsonburg	Ohio	43431	419-637-2386	419-637-7735		HVAC Service, Refrigeration, controls and Parts	WBE - Toledo
Sigmart & Associates	Martilsa Dabiri	5660 Southwyck Blvd Suite 260	Toledo	Ohio	43635	419-867-7616	419-867-7616	sales@sigmart.net	engineering services, Estimating, Project Scheduling, Construction Management Services, Computer Aid.	Ohio DAS MBE - Toledo
Simmons & Murdock, Inc. DBA Odella's Washland	Inger Murdock	3224 Craigmoor	Toledo	Ohio	43614	419-381-0187	419-243-9549	Odellas539@aol.com	Coin Operated Laundry Facility, Dry Cleaning, Wash & Fold Service	Ohio DAS MBE - Toledo
SMR Electric LLC	Jose Lopez	23790 W. Moline-Martin Rd.	Millbury	Ohio	43447	419-855-7884	419-855-8099	smrelec93@aol.com	Electric Contractor - Commercial and Residential	MBE - Toledo
Snelling, LLC DBA Concierge Cleaning & Services	George Snelling	7657 Winter Sweet	Holland	Ohio	43528	419-867-7955		snellingllc@aol.com	Janitorial - Property Management, Commercial and Residential Cleaning and Property Management	MBE - Toledo, NOMBC
Sojouner's Truth	Fletcher Word	616 1/2 Adams St.	Toledo	Ohio	43604	419-243-0007	419-255-7700	Thetruthsales@buckeye-acess.com	Newspaper - Publishing	MBE - Toledo
Sophisticated System, Inc.	Dwight Eric Smith	2191 City Gate Dr.	Columbus	Ohio	43219	614-418-4600	614-418-4610	dwsmith@ssicom.com	Computer Programming - Consulting, Application Development, Design, Install and Write Programs for Dell	MBE - Toledo
Superior Industrial Supply & Services	Stan McCormick	101 Main Street Suite G	Toledo	Ohio	43605	419-697-3700	419-867-2009	stan.mccormick@siss.cc	Distributors of Janitorial Supplies, Shipping Supplies, Office Supplies, Office furniture, Plumbing.	Ohio DAS, MBE - Toledo, NOMBC
T. Duncan Enterprises Inc.		1107 Parkside Blvd.	Toledo	Ohio	43607	866-992-6333		tduncan@buckeye-express.com	BBQ Sauces for private and commercial use.	Ohio DAS
T.E. Hubler Inc. DBA R & T Microcenters of Ohio		5981 Telegraph Rd.	Toledo	Ohio	43612	419-476-2552	419-476-8009	rtmicro@sbcglobal.net	Retail Sales, Services of computers, Equipment, toner, Laser charges	Ohio DAS
Tas Inc.	Sandra Susor	433 Dearborn Rd.	Toledo	Ohio	43605	419-693-3353	419-693-3563	tom@tasinc.net	Electrical contractor - Inside and outside electrical work, Industrial, Sub-station, and Phone Data work,	WBE - Toledo
Tensho LLC		324 Ryder Road	Toledo	Ohio	43606	419-534-4572	419-536-3103	tievining@tensholic.com	Contract Packaging, Sales, Services of Packaging Supplies and Packing Equipment, Janitorial Services	Ohio DAS
The "Ghanian" Foundation DBA "Step Up Toledo"		11 South Centennial Rd.	Holland	Ohio	43528	419-868-8396	419-531-8205	stepuptoledo@sbcglobal.net	Community and Social Services: 1)Family Home for Senior Adults ("Ghanashis" Ghana's Heaven for	Ohio DAS
The Blackfoot Company	Leroy A Peplon	6061 Telegraph Road Suite P	Toledo	Ohio	43612	419-478-8650	419-478-0890	Tblkftco@aol.com	Performance chemicals for Water Treatment, Dust Suppression De-icers and Janitorial Products	Ohio DAS MBE - Toledo
The Geraldine Davis Company		2100 Stirrup Lane D-204	Toledo	Ohio	43613	419-450-5585	419-472-4714	emmanukon@toastnet.com	Lie insurance, Health Insurance, Disability insurance, Annuities, Retirement Plans, And Personal co.	Ohio DAS
The JAJ Company LTD.	James A. Jackson	4756 West Bancroft Street	Toledo	Ohio	43615	419-720-5252	419-720-5255	Infor@thejajcompany.com	Real Estate Development Services, Engineering Services and Consulting	MBE - Toledo
The Shelmon Concrete Company		1642 Ralston Circle Suite 204	Toledo	Ohio	43615	419-539-6909	419-539-7105	shelmonconcrete@aol.com	Installation of concrete construction work.	Ohio DAS
The Traverse Group Inc.	George P. Barnes	400 Monroe Street Suite #410	Detroit	Michigan	48226	313-237-7777	313-215-2724	dlevick@thetraversegroup.com	Engineering - Environmental - Consulting, Assessment, Remediation, Facility Support, Demolition, Asbestos, Lead Abatement	MBE - Toledo

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COMPANY NAME	CONTACT PERSON	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	E-MAIL	Nature of Business	Certification
Thirdwave Corporation	Roy R. Hernandez	111400 W. Olympic Blvd Suite #650	Los Angeles	California	90064	310-914-1480	310-914-1490	tec@thirdwavecorp.com	Computers - Information Technology, Consultant / Systems, Business Process Re-engineering, Electronics Document Management, Enterprise Content Management, Workflow, Geographic Information Systems, Web Design and Development, LAN / WAN Systems Engineering	MBE - Toledo
Tiffany Electric	Tiffany Gilbert	572 Temes Ave	Elyria	Ohio	44035	440-365-0838	440-366-6594		Electrical Contractor and Supplies - Supplies ordered as needed (WBE)	MBE - Toledo
TJRS LLC	Delance Sims	5551 Ryewick Suite #D	Toledo	Ohio	43614	419-937-9375	419-866-1901	pipology@hotmail.com	Sewer Construction - Sewer Installation & Repair	MBE - Toledo
Tropical Insulation Products Inc.	Herman Vasquez	300 Morris Street	Toledo	Ohio	43602	419-249-7090	419-255-6446	tropinsul@aol.com	Sales, Service and Installation of Mechanical insulation and Fire Stopping	Ohio DAS MBE - Toledo
Total Maintenance Company	Derrick Murphy	136 Arklow Dr.	Toledo	Ohio	43615	419-531-2461	419-531-1737	Murphytoledo@bex.com	Lawn Care - General Maintenance, Debris Removal, General labor, Demolition, concrete Removal,	Ohio DAS MBE - Toledo
Total Service Solutions	Charlie Desando	4790 Red Bank Expressway Suite #260	Cincinnati	Ohio	45227	513-561-3065	513-561-0562	cdesando@tssworld.com	Computer - Information Technology Computer Reseller, Computer Training, Design, Consulting	MBE - Toledo
Trinity Glass Inc.	Julie & Julio Carire	2857 Airport Hwy	Toledo	Ohio	43609	419-385-4527	419-385-4533		Glass and Glaziers - New Construction, Remodeling, Commercial Doors and Windows, Plate Glass, Bevel Glass, Mirror, Safety Glass, Tempered Glass, Store Fronts, Plexiglas and Lexan and Replacement Windows Repairs, Restoration conservation of leas Stained Glass, Leaded Panels, Side Lights, Doors, Windows, cabinet doors and Transoms, Sandblasting, Etching, Member of SGAA	WBE - Toledo
TTL Associates, Inc.		1915 North 12th Street	Toledo	Ohio	43604	419-324-2222	419-241-1808	cchambers@ttlassoc.com	Geotechnical Engineering, Construction Materials Testing, Environmental Site Assessments, Hazardous Waste Surveys, Civil Engineering, Environmental Consulting, Drilling, Geoprobing, Asbestos Surveys, Demolition Oversight, LEED and Air Quality Monitoring.	Ohio DAS
Twin Electric Co.	Dunrick & Raquel Yetts	P.O. Box #9321	Toledo	Ohio	43697	734-674-5984	734-425-7054	Twinelectricco@msn.com	Electrical Subcontractor	MBE - Toledo
Unicon International Inc.	Pei-Chen Jane Lee	241 Outerbelt Street	Columbus	Ohio	43213	614-861-7070	614-861-7096	jl@unicon-intl.com	Computers - Information Technology, Consulting and computer and Networking Support Systems (WBE)	MBE - Toledo
United Mobile Power Wash Inc.	Bridget Mahrie	3250 Coolidge Hwy.	Berkley	Michigan	48072	248-336-9616	248-336-9619	bridget@wekeepitclean.com	Mobile Fleet Washing - Truck, Car Fleets, Commercial Washing, Exterior Buildings, Houses, Concrete, compressors & Heavy Equipment	WBE - Toledo
Unity Cable Technologies Inc.		1535 Buckingham Street	Toledo	Ohio	43617	419-241-4322	419-241-8322	unitycable@aol.com	Construction Equipment, Materials & Supplies, Traffic Control Equipment, Electrical Equipment, Wire, cable, Fiber Optics, Architectural Engineering, Design Build Construction, Electrical Contracting, High Power Fiber Amplifiers, High Power Lasers.	Ohio DAS
Universal Electric	Brady Jackson	1231 Albon Rd.	Holland	Ohio	43528	419-410-0558	419-866-1487	bbblifjack@sbcglobal.net	Electrical construction - Residential & Commercial	MBE - Toledo
Unlimited Solutions Inc.	Cynthia Phillips	1500 N. Superior Suite #302	Toledo	Ohio	43604	419-724-0899 or 313-823-2300	313-823-5979	usinfomich.com	Computer - Information Technology Services - Computer Infrastructure, Electric (WBE)	MBE - Toledo
V & K Electric	Nearl Venn	5026 Lynbridge Lane	Toledo	Ohio	43614	419-381-0735	419-381-0735	nearlvenn@sbcglobal.net	Electrical Contractor, Install, Upgrade and repair in Residential, Commercial and Industrial settings	Ohio DAS MBE - Toledo
Valdez Enterprises, Inc	Joseph Valdez	5465 Enterprise Boulevard	Toledo	Ohio	43612	419-472-9400	419-243-3716	valdez@buckeye-express.com	Contract Dump Truck Services, Construction Materials Supply, General Contractor	Ohio DAS, MBE - Toledo, NOMBC
Vision Mechanical Inc.	Ray Miller	3450 W. Central Ave	Toledo	Ohio	43606	419-536-0757	419-536-9447	Miller@visionmechanicalinc.com	Visional Mechanical Inc. is a full service registered engineering firm specializing in engineering	Ohio DAS MBE - Toledo
Wes Boykin Trucking, Excavation & Demolition	Wesley Boykin	1031 Wamba St.	Toledo	Ohio	43607	419-537-9969	419-535-0603		Demolition, Trucking, Hauling, Excavating, Landscape, Snow Removal	MBE - Toledo

This list is not intended to be all inclusive of Certified/Qualified MBEs that maybe available to perform on this project

MBE LIST

COMPANY NAME	CONTACT PERSON	ADDRESS	CITY	STATE	ZIP	PHONE	FAX	E-MAIL	Nature of Business	Certification
Wess Construction Inc.	Jerlyn Charles	2111 Woodward Ave.	Detroit	Michigan	48201	313-962-2317	313-962-2322		Underdrain / Edgedrain Installation, Landscape Restoration, Topsoil Placement, Finish Grading, Seed / Fertilizer / Mulch Blankets or Sod Placement, Hydro-Seeding, or Mulch & Tack, Slope Restoration, Sprinkler Repair, Slit Fencing.	WBE MBE - Toledo
White Construction	W. Bernard White, P.E., Ronald McClelland	1120 West Baltimore	Detroit	Michigan	48202	313-872-7397	313-872-7397	wbwhite@whitecon.com; rmccella@whitecon.com	Construction Manager, Hire Contractors, Schedule and Coordinate, Commercial and Industrial Steel and Concrete Construction	MBE - Toledo
Woodlands Consulting Group LLC	Jerry Jones	4060 Monroe Street	Toledo	Ohio	43606	419-724-2791	419-475-0700	jj@woodlandsconsulting.com	Business consultant	MBE - Toledo
Your Computer Needs of Toledo LLC		1852 Clay Avenue	Toledo	Ohio	43608	419-729-2056	419-729-2056	masterambi@aol.com	Your Computer Needs of Toledo LLC is a one member limited liability company in the service of .	Ohio DAS

DATE

Re: Lucas County Multi-Purpose Arena Project
MBE Participation & Workforce Reporting

Dear Contractor:

A part of the construction manager's role is to assist the Lucas County Commissioners and your company in achieving the minority business participation and workforce goals for the above referenced project. Our responsibility includes ongoing site monitoring and reporting of this effort throughout the duration of the project.

The MBE certification that is recognized on this project is that of the City of Toledo, State of Ohio and the Northern Ohio Minority Business Council. For MBE tracking purposes, minority owned companies must have a valid MBE certificate from one of these three organizations.

The compliance process will include: on-site- monitoring, verification of the appropriate MBE certification, ongoing review of contract compliance between the prime contractors and the MBE's, reporting of minority and women workforce participation and completion of monthly progress report to be forwarded to the Lucas County Commissioners.

As a part of this process you are required to provide our office with the following information and continue this procedure as new subcontractors, purchase orders or change orders that occur during the duration of the project.

1. Copy of pages from the subcontract or purchase that contain the contract dollar amount, scope of work, description of equipment or materials to be supplied, completion date of contract and signatures.
2. Valid copy of the MBE certification.
3. Name of contact person, telephone numbers and address of the MBE Company

We will also need a contact name telephone number and address of the person in your company that will provide Lathrop with the ongoing information regarding the MBE's contract (i.e. the percentage of completion, contract changes, workforce information, etc.)

We have also attached an Employment Utilization Reporting Form for reporting all hours on the project. Please note that your subcontractors' are required to complete this form as well.

I appreciate your cooperation regarding this matter and if you have any questions, please contact me at 419-344-5612.

Sincerely,

Construction Management Team

LUCAS COUNTY MULTI-PURPOSE ARENA

Monthly MBE Report

BID PACKAGE	PRIME CONTRACTOR	BASE BID	MBE SUBCONTRACTOR/SUPPLIER	MBE%	MBE CONTRACT AMOUNT	TOTAL HRS.	MINORITY HRS.	MINORITY % HRS.	WOMEN HRS.	WOMEN % HRS.
Total										

CONTRACTOR:	
ADDRESS:	
CITY, STATE, ZIP:	
TELEPHONE NO.:	

EMPLOYMENT UTILIZATION REPORTING WORK HOUR DATA BY RACE and SEX

Job Catergories	Craft	Total Employees	Total Hours	Total Female Employees	% Female Employees	Total Female Hours	% Female Hours	Total Minority Employees		% Minority Employees		Total Minority Hours		% Minority Hours		Total White Male Employees	% White Male Employees	Total White Male Hours	% White Male Hours
								Male	Female	Male	Female	Male	Female	Male	Female				
Carpenters	CA																		
Cement Masons	CE																		
Electricians	EW																		
Iron Workers	IW																		
Laborers	LD																		
Operating Engineers	OE																		
Painters	PA																		
Pile Driver	PD																		
Teamsters	TE																		
Others	OT																		
Grand Totals																			

NAME OF PERSON COMPETEING FORM:	
TITLE:	
SIGNATURE OF COMPANY EEO OFFICER	
DATE:	

This form is due monthly throughout the life of this contract
Please submit along with your payrolls to Prevailing Wage Coordinator