

PORT LAWRENCE BUS SHELTER

MAY 11, 2010



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

**MAY 19, 2010
@ 9:00 AM (LOCAL TIME)**

**SEAGATE CENTRE
401 JEFFERSON AVE
TOLEDO, OH 43604
Room# 102**

BID DUE DATE:

**JUNE 2, 2010
@ 2:00 PM (LOCAL TIME)**

**LUCAS COUNTY COMMISSIONERS
ONE GOVERNMENT CENTER,
SUITE 480
TOLEDO, OH 43604**

<p style="text-align: center;">JOB NAME: PORT LAWRENCE BUS SHELTER JOB LOCATION: TOLEDO, OHIO DATE: MAY 11, 2010</p>

TABLE OF CONTENTS

PORT LAWRENCE BUS SHELTER

<u>DOCUMENT TITLE</u>	<u>DOC. NO.</u>	<u>PAGES</u>
<u>BIDDING AND CONTRACT REQUIREMENTS</u>		
Invitation to Bidders, Instructions to Bidders, General Conditions, Bid Guarantee & Contract Bond, Scope of Work, Pricing Sheet, Standard Contract, and Contractual Provisions	--	159 pgs.
Project Safety and Fire Protection Plan	--	15 pgs.
Bidders Good Faith Efforts Responsibility	--	1 pg.
MBE Affidavit of Compliance	--	2 pgs.
Bidder MBE Utilization Form	--	1 pg.
Site Logistics Plan	--	1 pg
Bid Schedule	--	1 pg
Cover – Port Lawrence Bus Shelter	A0.00	1 pg
Life Safety Plan and Building Code Information	A0.01	1 pg.
Demolition Plans	A0.11	1 pg.
Demolition Elevations and Sections	A0.12	1 pg.
General Information	A0.21	1 pg.
Site Plan and Building Elevations	SD0.1	1 pg.
Street and Second Level Floor Plans	A1.01	1 pg.
Third Level Floor Plan and Details	A1.02	1 pg.
Exterior Elevations and Sections	A3.01	1 pg.

<u>DOCUMENT TITLE</u>	<u>DOC. NO.</u>	<u>PAGES</u>
3D Views	A3.02	1 pg.
Wall Sections and Details	A4.11	1 pg.
Wall Sections and Details	A4.12	1 pg.
Stair Enlarged Plans and Sections	A5.01	1 pg.
Stair Details	A5.02	1 pg.
Reflected Ceiling Plan and Room Finish Schedule	A7.11	1 pg.
HVAC and Plumbing Details, Schedules, and Specifications	M0.01	1 pg.
Demolition Plans – HVAC & Plumbing	M0.11	1 pg.
Street, Second, and Third Level Floor Plans – HVAC & Plumbing	M1.01	1 pg.
Electrical Legend and Fixture Schedule	E0.01	1 pg.
Electrical Demolition Plan	E0.11	1 pg.
Street and Second Level Floor Plans – Electrical	E1.01	1 pg.
Third Level Floor Plans – Electrical	E1.02	1 pg.
Electrical Specifications	E2.01	1 pg.
Electrical Specifications	E2.02	1 pg.
Project Specifications	C-005	260 pgs.



LUCAS COUNTY OHIO

INVITATION TO BID

PORT LAWRENCE BUS SHELTER

LUCAS COUNTY COMMISSIONERS
COUNTY AGENCY

10-002P

BID NUMBER

June 2, 2010 @ 2:00 PM (LOCAL TIME)

DATE AND TIME OF BID OPENING

BIDDER MUST COMPLETE THE FOLLOWING:

NAME OF COMPANY OFFICIAL _____

OFFICIAL'S SIGNATURE _____

NAME OF COMPANY _____

ADDRESS _____

CITY, STATE & ZIP _____

TELEPHONE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

The Lucas County Board of Commissioners is seeking bids for the Port Lawrence Bus Shelter.

Any bidder submitting a bid must submit a completed bid following the procedure outlined in this Invitation to Bid (ITB) no later than **June 2 @ 2:00 PM (LOCAL TIME)** and submit at One Government Center, Suite 480 Toledo, OH 43604. All of the sections applicable in the Invitation to Bid shall be read so as to give meaning to all such provisions. However, when there is a conflict in the interpretation between a specification in the Invitation to Bid and sections, the specification in the Invitation to Bid shall take precedence. A Mandatory Pre-Bid conference and site visit is scheduled for **MAY 19, 2010 @ 9:00 AM LOCAL TIME AT SEAGATE CONVENTION CENTRE @ 401 JEFFERSON AVE., TOLEDO, OH 43604.**

1.0 Legal Framework

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

2.0 Bid Opening

The bid opening is scheduled for **June 2, 2010 @ 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 Bid 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. Bid 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
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Detailed questions regarding this Invitation to Bid can be addressed at the Mandatory Pre-Bid Conference held on **MAY 19, 2010 @ 9:00 AM LOCAL TIME AT THE SEAGATE CONVENTION CENTRE LOCATED @ 401 JEFFERSON AVE., TOLEDO, OH 43604.** **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. The Pre-Bid Conference will include a site visit.

5.0 Prevailing Wage

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

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

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

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

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

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

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

General Decision Number: OH100028 04/16/2010 OH28

Superseded General Decision Number: OH20080028

State: Ohio

Construction Types: Building and Residential

County: Lucas County in Ohio.

Building and Residential Construction Projects

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/16/2010

ASBE0045-002 07/01/2008

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems).....	\$ 29.37	18.38

ASBE0207-007 08/01/2009

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 25.20	10.30

BOIL0085-002 07/07/2008

	Rates	Fringes
BOILERMAKER.....	\$ 31.93	17.07

BROH0003-003 07/01/2009

	Rates	Fringes
Bricklayer, Stonemason		
Commercial Building.....	\$ 28.07	14.23
Residential.....	\$ 26.47	3.32

CARP0248-006 07/01/2008

	Rates	Fringes
Carpenter/Lather		
Commercial Building.....	\$ 27.27	14.58

CARP0248-007 07/01/2008

<http://www.wdol.gov/wdol/scafiles/davisbacon/OH28.dvb>

4/27/2010

	Rates	Fringes
FLOOR LAYER: Carpet (Soft)		
Floor		
Commercial Building.....	\$ 26.35	14.78

CARP1365-001 07/01/2008		

	Rates	Fringes
Carpenter & Soft Floor Layer		
Residential - 4 Stories &		
Less.....	\$ 17.10	7.50

CARP1365-002 07/01/2008		

	Rates	Fringes
Carpenter & Soft Floor Layer		
Residential - 5 Stories &		
Above.....	\$ 21.10	8.45

CARP1393-005 07/01/2008		

	Rates	Fringes
Millwright/Piledriverman.....	\$ 27.30	16.05

ELEC0008-003 05/26/2008		

	Rates	Fringes
ELECTRICIAN		
All buildings containing		
at least 1 dwelling unit &		
designed primarily for		
family living.....	\$ 21.91	10.82

ELEC0008-005 04/27/2009		

	Rates	Fringes
Cable Splicer		
All Other Work.....	\$ 35.70	17.06
ELECTRICIAN		
All Other Work.....	\$ 34.00	16.98

ELEC0245-002 08/30/2009		

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 35.85	20.25%+4.80+a
Groundman/Truck Driver.....	\$ 14.50	20.25%+4.80+a
Heli-arc Welding.....	\$ 31.47	20.25%+4.80+a
Lineman.....	\$ 33.15	20.25%+4.80+a
Operator - Class 1.....	\$ 26.52	20.25%+4.80+a
Operator - Class 2.....	\$ 23.21	20.25%+4.80+a
Traffic Signal & Lighting		
Technician.....	\$ 29.84	20.25%+4.80+a

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be

paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

 ELEV0044-003 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 40.66	20.035+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

 ENGI0018-008 10/01/2009

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 30.99	11.66
GROUP 2.....	\$ 30.74	11.66
GROUP 3.....	\$ 30.24	11.66
GROUP 4.....	\$ 29.99	11.66
GROUP 5.....	\$ 21.94	11.66
GROUP 6.....	\$ 27.40	11.66
GROUP 7.....	\$ 28.58	11.66
GROUP 8.....	\$ 29.62	11.66
GROUP 9.....	\$ 29.74	11.66

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Boom & Jib 250' & Over

GROUP 2 - Boom & Jib Over 180' through 249'

GROUP 3 - Boom & Jib 150' through 180'

GROUP 4 - Master Mechanic

GROUP 5 - Barrier Moving Machine; Boiler or Compressor Mounted on Crane (Piggy-Back Operation); Boom Truck (all types); Cableway; Cherry Picker; Combination Concrete Mixer & Tower; Concrete Pump with Booms; Crane (all types); Crane-Compact, Track or Rubber over 4,000 lbs. Capacity; Crane-Self Erecting, Stationary, Track or Truck (all configurations); Derrick (all types); Dragline; Dredge (Dipper, Clam or Suction) 3 Man Crew; Elevating Grader or Euclid Loader; Floating Equipment; Forklift (rough terrain with winch/hoist) Gradall; Helicopter Operator, Hoisting Building Materials; Hoes (all types); Hoists (with two or more drums in use); Horizontal Directional Drill; Hydraulic Gantry (lift system); Laser Finishing Machine; Laser Screenshot and Like Equipment; Lift Slab or Panel Jack; Locomotive (all types); Maintenance Engineer (Mechanic and/or welder); Mixer Paving (Multiple Drum); Mobile Concrete Pump (With Boom); Panelboard (all types on site); Pile Driver; Power Shovel; Prentice Loader; Rail Tamper (with automatic lifting & aligning device); Rotary Drill (all) used on Caissons for Foundations & Substructure work; Side Boom;

<http://www.wdol.gov/wdol/scafiles/davisbacon/OH28.dvb>

4/27/2010

Slip Form Paver; Straddle Carrier (building construction on site); Trench Machine (Over 24" Wide); & Tug Boat

GROUP 6 - Asphalt Paver; Bobcat-type and/or Skid Steer Loader with Hoe Attachment greater than 7,000 lbs.; Bulldozer; C.M.I. Type Equipment; Endloader; Hydro Milling Machine; Kolman Type Loader (Dirt Loading); Lead Greaseman; Mucking Machine; Pettibone-Rail Equipment; Power Grader; Power Scoop; Power Scraper; Push Cat; Rotomill (all), Grinders and Planers of All Types; & Vermeer Type Concrete Saw

GROUP 7 - A-Frame; Air Compressor, Pressurizing Shafts or Tunnels; Asphalt Roller (all); Bobcat-type and/or Skid Steer Loader with or without Attachments; Boiler (15 lbs. pressure and over); All concrete Pumps (without booms with 5" system); Fork Lifts (except masonry); Highway Drills-all types (with Integral Power); Hoist (One Drum); House Elevator (except those automatic call button controlled); Man Lift; Material Hoist/Elevator; Mud Jack; Pressure Grouting; Pump (Installing or Operating Well Points or other Type of Dewatering Systems); Pump (4" and over Discharge); Railroad Tie Insertter/Remover; Rotovator (lime soil stabilizer); Submersible Pump (4" and over Discharge); Switch & Tie Tamper w/o lifting & aligning device; Trench Machine (24" & under); & Utility

GROUP 8 - Ballast Relocator; Backfillers & Tampers; Batch Plant; Bar & Joint Installing Machines; Bull Floats; Burlap & Curing Machines; Clefplanes; Compressor on building construction; Concrete Mixer, Capacity more than one bag; Concrete Mixer, one bag capacity, (side loader); All Concrete Pumps without Booms and with 4" System or Smaller; Concrete Spreader; Conveyor, used for handling building material; Crusher; Deckhands; Drum firemen (in asphalt plants); Farm Type Tractor, pulling attachments; Finishing Machine; Form Trencher; Generator; Gunite Machine; Hydro-seeder; Pavement Breaker (Hydraulic or Cable); Post Driver; Post Hole Digger; Pressure Pump (over 1/2" discharge); Road Widening Trencher; Roller (except Asphalt); Self-propelled Power Spreader; Self-propelled Sub-Grader; Shotcrete Machine; Tire Repairman; Tractor, Pulling Sheep Foot Roller or Grader; VAC/ALL; & Vibratory Compactor, with Integral Power

GROUP 9 - Allen Screed Paver(concrete); Boiler (Less than 15 lbs. pressure); Crane-Compact, Track or Rubber under 4,000 lbs. Capacity; Directional Drill "Locator"; Inboard & Outboard Motor Boat Launch; Light Plant; Masonry Fork Lift; Oiler; Power Driven Heater (Oil Fired); Power Scrubber; Power Sweeper; Pump (Under 4" discharge); Signal Person; & Submersible Pump (Under 4" discharge)

 IRON0055-002 07/01/2009

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 19.10	16.97
Furnaces & Kilns (Temperature units over 125 degrees Fahrenheit).....	\$ 29.00	18.00
Pre-Engineered Metal Building.....	\$ 23.28	18.00
All Other Work.....	\$ 28.00	18.00

<http://www.wdol.gov/wdol/scafiles/davisbacon/OH28.dvb>

4/27/2010

 LABO0500-002 07/01/2009

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 22.92	10.09
GROUP 2.....	\$ 23.12	10.09
GROUP 3.....	\$ 23.32	10.09
GROUP 4.....	\$ 23.42	10.09
GROUP 5.....	\$ 13.40	10.09
GROUP 6.....	\$ 16.72	10.09

LABORER CLASSIFICATIONS

GROUP 1 - Building & Construction; Signalperson; Flagperson;
 Carpenter Tender; Utility Construction; Guard Rail Erector;
 Deep Cleaning; & Hazardous Waste (Level A)

GROUP 2 - Finisher Tender; Concrete Handler; Bottom Man;
 Scaffold Builder; Tunnel Laborer; Pipelayer; Air & Power
 Driven Tools; Burner on Demolition Work; Swinging Scaffold;
 Mucker; Caisson Worker; Cofferdam Worker; Powder Man &
 Dynamite Blaster; Creosote Worker; Mortar Mixer; Form
 Setter; Mason Tender; Plasterer Tender; Hod Carrier;
 Stonemason Tender & Hazardous Waste (Level B)

GROUP 3 - Guniting Operator & Hazardous Waste (Level C)

GROUP 4 - Hazardous Waste (Level D)

GROUP 5 - Parking & Landscaping

GROUP 6 - Installation of Fencing

FIREBRICK WORK OVER 50 FEET, EXPEDITERS, HOT PAY, BOTTOM MAN
 & TOP MAN - \$.75 PER HOUR ABOVE GROUP 1.

 PAIN0007-003 07/01/2009

	Rates	Fringes
PAINTER		
NEW COMMERCIAL BUILDING		
WORK		
GROUP 1.....	\$ 23.06	13.22
GROUP 2.....	\$ 23.31	13.22
GROUP 3.....	\$ 23.56	13.22
GROUP 4.....	\$ 23.66	13.22
GROUP 5.....	\$ 23.76	13.22
GROUP 6.....	\$ 23.81	13.22
GROUP 7.....	\$ 24.06	13.22
GROUP 8.....	\$ 24.81	13.22

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Paperhanger; Drywall Taper & Finisher; Spray
 & Sandblasting Pot Tender

GROUP 2 - All Surfaces 30 ft. or over where material is
 applied to or labor performed on above ground level
 (exterior), floor level (interior)

<http://www.wdol.gov/wdol/scafiles/davisbacon/OH28.dvb>

4/27/2010

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Paint Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Epoxy (excluding water based) for Solvent Based, Catalyzed Materials of Two or More Component Materials, to Include Solvent Based Conversion Varnish

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Epoxy Spray (excluding water based)

 PAIN0007-004 07/01/2009

Rates Fringes

PAINTER

Residential.....\$ 23.06 13.22

 PAIN0639-001 05/01/2009

Rates Fringes

Sign Painter & Erector.....\$ 19.87 3.00+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day

b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation

c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

 PAIN0948-002 07/01/2008

Rates Fringes

GLAZIER.....\$ 27.73 9.76

 * PLAS0886-002 07/01/2009

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 27.89 15.05

 PLAS0886-005 07/01/2007

Rates Fringes

Drywall.....\$ 26.01 11.78

PLASTERER.....\$ 27.52 11.78

 PLUM0050-003 06/29/2009

Rates Fringes

<http://www.wdol.gov/wdol/scafiles/davisbacon/OH28.dvb>

4/27/2010

indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

<http://www.wdol.gov/wdol/scafiles/davisbacon/OH28.dvb>

4/27/2010

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. Original completed Request for Bid (ITB) and **one (1) copy**; this includes any amendments applicable to this ITB.
- b. Completed Affidavits: (1) Delinquent Property Tax, (2) Non-Discrimination, (3) Non-collusion: State and Federal form, (4) No Findings for Recovery, (5) Compliance Affidavit for Businesses, (6) Living Wage Affidavit, (7) Best Bid Criteria, (8) Government Business and Funding Contracts, (9) Transparency Purchasing Policy Disclosure, (10) Sweatfree Affidavit, (11) Certification of Restrictions of Lobbying, (12) Buy American Provision, and (13) Eligible Bidder Certification; all signed by your legally authorized representative and notarized.
- c. Bid Bond - Separated from (ITB) and Marked "Bid Bond", your Company's Name, Project Title and Bid Number. **The bid bond is mandatory.** A bidder will be disqualified if the bid bond is not submitted.
- d. The ITB Pricing Response Form completed in its entirety (**Section B**).
- 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:

**The Lathrop Company
Ray Benjamin
460 West Dussel Drive
Maumee, Ohio 43537**

**Phone: 419-893-7000
Fax: 419-887-4334
E-mail: rbenjamin@tcco.com**

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).

6.4 Additional Administrative Requirements - Required Contract Provisions for Federal Funding

The successful bidder(s) will be required to comply with the Required Contract Provisions for Federal Funding listed in Section J. The provisions of Section J shall prevail over any conflicting requirement.

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 MAY 24, 2010. 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 _____ that
(DATE)

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

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
_____ and unpaid penalties and interest are _____.
(AMOUNT) (AMOUNT)

(SIGNATURE)

(COMPANY)

(DATE)

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

(SEAL)

(NOTARY)

My Commission Expires:

(Date)

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF _____

SS

COUNTY OF _____

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

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

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

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

(Signature)

(Affiant)

(Company/Corporations)

(Address)

(City/State/Zip Code)

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

(Seal)

(Notary)

My Commission Expires:

(Date)

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF LUCAS, SS:

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

(Affiant Signature)

(Affiant Title)

SWORN to before me and subscribed in my presence

this _____ day of _____, 20_____.
(Date) (Month) (Year)

(Notary Public)

(SEAL)

My Commission Expires

(Date)

NON-COLLUSION CERTIFICATION

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set forth below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other Contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid has been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

Signature _____

Title _____

Sworn to before me, this _____ day

of _____, 2010

Notary Public

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 _____ that
(DATE)

_____ has / has no unresolved
(NAME OF COMPANY) (CIRCLE ONE)
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
_____ and unpaid penalties and interest are _____.
(AMOUNT) (AMOUNT)

(SIGNATURE)

(COMPANY)

(DATE)

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

(SEAL)

(NOTARY)

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: _____

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 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

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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 (PFLP) (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
Division of Homeland Security

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 Houmat Daawa Salafia (a.k.a. Group Protectors of Salafist Preaching; a.k.a. Houmat Ed Daawa Es Salafiya; 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)

OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security

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. WAFSA 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)

OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security

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)
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. Comité 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)
31. Irish Republican Prisoners Welfare Association (Real IRA)
32. Socorro Popular Del Peru/People's Aid of Peru (Sendero Luminoso/Shining Path)

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: _____

CERTIFICATION
OF
RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of the
_____ that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

Executed this ____ day of _____

By _____
_____(Title)

BUY AMERICAN PROVISION

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 CFR Part 661.

A Buy America Certificate, as per the attached format, must be completed and submitted with the bid. A bid which does not include the Certificate will be considered nonresponsive.

A waiver from the Buy America Provision may be sought by the Authority if grounds for a waiver exist.

In order to qualify as a domestic end-product the cost of components produced in the United States must exceed sixty percent (60%) of the cost of all components, and final assembly must take place in the United States.

BUY AMERICA CERTIFICATE

The bidder, _____ hereby certifies that it will comply with the requirements of Section 165(b)3 of the Surface Transportation Assistance Act of 1982, as amended, and the regulations in 49 CFR 661

Date _____

Signature _____

Title _____

OR

The bidder, _____ hereby certifies that it cannot comply with the requirements of Section 165 (b)3 of the Surface Transportation Act of 1982, as amended, but may qualify for an exception to the requirement pursuant to Section 165(b) of the Surface Transportation Assistance Act and regulations in 49 CFR 661.7.

Date _____

Signature _____

Title _____

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ELIGIBLE BIDDER CERTIFICATION

I hereby affirm that the undersigned firm or individual is not listed on the Comptroller General's List of Ineligible Bidders/Contractors.

Date _____

Name of Firm _____

Name of Officer of Firm _____

Signature of Officer _____

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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 TARTA – Port Lawrence Bus Shelter to be located on an urban site in downtown Toledo, Ohio bound at the Northwest Corner of Jefferson Ave. and St. Clair St.

The specifications and the associated documents describe the work to be furnished and installed for the TARTA – Port Lawrence Bus Shelter, Toledo, Ohio.

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

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

1.2 EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE:

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

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

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

1.2.4 The Bidder shall evaluate the Project site and related Project conditions where the work will be performed, to judge for 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 made available at the Pre-Bid Meeting.

1.3 INTERPRETATION

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

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

1.3.3 In order to prevent an extension of the bid opening, the Bidder is required to make all requests for interpretation no later than 2:00 PM on MAY 24, 2010.

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 **MAY 24, 2010**.

1.6 BID FORM

1.6.1 Each bid shall be submitted on the Bid Form and sealed in an envelope clearly marked as a bid, indicating the Project name and number (if applicable), and the bid date, on the envelope. The wording of the Bid Form shall be used without change, alteration, or addition.

1.6.1.1 If the Bid Form is bound with other Contract Documents, it must be submitted as such, and may not be removed from the bound Contract Documents.

1.6.2 Any change, alteration or addition in the wording of the Bid Form may cause the bid to be rejected.

1.6.3 Unless the Bidder withdraws the bid as provided in Article 3 hereof, the Bidder shall be required to comply with all requirements of the Contract Documents, regardless of whether the Bidder had actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary opinion.

1.6.4 The Bidder shall fill in all blank spaces in the Bid Form in ink or typewritten and not in pencil.

1.6.4.1 "Not Applicable or N/A" must be used to fill spaces that are not applicable to the Bidder's Bid.

1.6.5 The Bidder shall show all bid amounts *in both figures and words*.

1.6.5.1 *In the case of a conflict between the words and figures, the amount shown in words shall govern.*

1.6.5.2 *In the case where words and figures are not identical in form or amount, the amount shown in words, where such words are not ambiguous, shall govern. When the Bidder's intention and the meaning of the words are clear, omissions or misspellings of words shall not render the words ambiguous*

1.6.6 Any alteration or erasure of the wording and/or figures of the Bid amount on the Bid Form shall be initialed by the Bidder.

1.6.7 Unless specified on the Bid Form, Alternates shall be considered as unsolicited; unsolicited alternate bids will not be considered in awarding this contract, and the inclusion of any such unsolicited alternates will result in a bid being considered informal and liable to rejection.

1.6.8 The Lucas County Board of Commissioners reserves the right to accept or reject any or all bids on Alternates, in whole or in part.

1.6.8.1 If no change in the bid amount is required, indicate "No Change or \$0 Dollars".

1.6.8.2 A blank entry or an entry of No Bid, N/A, or similar entry on any Alternate will cause the bid to be rejected only if that Alternate is selected.

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

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

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

1.7 REQUIRED SUBMITTALS WITH BID FORM

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

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

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

1.7.1.3 Affidavits from SECTION A

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

1.8 UNIT PRICES

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

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

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

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

1.9 SUPPLEMENTAL UNIT PRICES

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

1.10 RETURN OF BIDDING DOCUMENTS

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

1.11 COPIES OF THE DRAWINGS AND SPECIFICATIONS

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

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

ARTICLE 2 - BID OPENING AND CONSIDERATION OF BIDS

2.1 DELIVERY OF BIDS

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

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

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

2.2 BID OPENING

- 2.2.1 Sealed bids will be received at the office designated in the Invitation to Bid until the time stated when all bids will be opened and read.
- 2.2.2 The public opening and reading of bids is for informational purposes only and is not to be construed as an acceptance or rejection of any bid submitted.
- 2.2.3 The contents of the bid envelope shall be a public record and open for inspection, upon receipt of a request, at any time scheduled after the bid opening.

2.3 BID OPENING EXTENSION

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

2.4 BID EVALUATION CRITERIA AND PROCEDURE

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

2.5 REJECTION OF BID BY THE COUNTY

- 2.5.1 The County may reject any or all bids, in whole or in part, on any basis and without disclosure of a reason, and waive all informalities and technicalities. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful Bidder against the County.
- 2.5.2 The Bid of any Bidder who engages in collusive bidding shall be rejected. The County may reject the bid of any Bidder who has engaged in collusive bidding at any future bid opening.
- 2.5.4 If, in the opinion of the County, the award of the Contract to the lowest Bidder is not in the best interest of the County, the County may accept, in its discretion, another bid so opened or reject all bids, and advertise for other bids, pursuant to Section 153.09 of the Ohio Revised Code. Such advertisement will be for such time, in such form, and in such publications as may be directed by the County.

2.6 NOTICE OF AWARD

- 2.6.1 The County shall notify the apparent successful Bidder that upon satisfactory compliance with all conditions precedent for Contract execution (Article 5.4), within the time specified, the Bidder will be awarded a Contract.
- 2.6.2 The County reserves the right to rescind any Notice of Award if the County determines the Notice of Award was issued in error.
- 2.6.3 The Base Bid cost estimate for this Bid Package is **\$507,870**. No contract to which this section applies shall be entered into if the price of the contract, or, if the project involves multiple

contracts where the total price of all contracts for the project, is in excess of ten percent above the entire estimate thereof, nor shall the entire cost of construction, reconstruction, repair, painting, decorating, improvement, alteration, addition, or installation including changes and estimates for architects or engineers, exceed in the aggregate the amount authorized by law.

Bid Package Base Bid Items Break-down:

General Trades	\$388,300
Plumbing	\$ 4,400
HVAC Mechanical	\$ 72,270
Electrical	\$ 42,900

Bid Package Alternate Cost:

Alternate No. 1:

General Trades	\$ 29,000
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Alternate No. 2:

General Trades	\$ 8,800
HVAC Mechanical	\$ 4,000
Electrical	\$ 15,000

Alternate No. 3:

General Trades	\$ 26,000
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Alternate No. 4:

General Trades	\$ 30,000
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Alternate No. 5:

Electrical	\$9,000
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ARTICLE 3 - WITHDRAWAL OF BID

3.1 WITHDRAWAL PRIOR TO BID OPENING

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

3.2 WITHDRAWAL AFTER BID OPENING

- 3.2.1 In accordance with Section 9.31 of the Ohio Revised Code, a Bidder may withdraw a bid from consideration after the bid opening if the bid amount was substantially lower than the amounts of other bids, providing the bid was submitted in good faith, and the reason for the bid amount being substantially lower was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of Work, labor or materials made directly in the compilation of the bid amount.
- 3.2.2 Notice of a request to withdraw such a bid must be made in writing and filed with the County within two (2) business days after the bid opening.
- 3.2.3 If a bid is withdrawn under authority of paragraph 3.2.1, the County may award the Contract to the Bidder who submitted the next lowest and best Bid or reject all bids and advertise for other bids. In the event the County advertises for other bids, the withdrawing Bidder shall pay the costs, in connection with the rebidding, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, if the County finds that such costs would not have been incurred but for such withdrawal.

3.3 REFUSAL BY BIDDER TO PERFORM

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

3.4 PENALTY FOR WITHDRAWAL

- 3.4.1 No Bidder who is permitted by these General Conditions to withdraw a bid shall for compensation supply any material or labor to, or perform any subcontract or other work agreement for, the person to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn bid was submitted, without the written approval of the County, pursuant to Section 9.31 of the Ohio Revised Code.
- 3.4.2 Pursuant to Section 9.31 of the Ohio Revised Code, the person to whom the Contract was awarded and the withdrawing Bidder are jointly liable to the County in an amount equal to any compensation paid to or for the benefit of the withdrawing Bidder without such approval, in addition to the penalty provided for in Section 2913.31 of the Ohio Revised Code.

ARTICLE 4 - BID GUARANTY AND CONTRACT BOND

4.1 BID BOND

- 4.1.1 The Bidder must file with the bid a Bond, payable to Lucas County, in the form of either a signed Bond in the amount equal to 100% of the Bid; or a certified check, cashier's check or money order equal to ten (10) percent of the Bid.

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

4.2 BOND FORFEITURE

- 4.2.1 If for any reason other than as authorized in paragraph 3.2.1 the Bidder fails to enter into a Contract, and the County awards the Contract to the next lowest and best Bidder, the Bidder who failed to enter into a Contract shall be liable to the County for a penal sum not to exceed ten (10) percent of the bid guaranty and contract bond, or the full amount of the certified check, cashier's check, or money order.
- 4.2.2 If the County then awards a Contract to such next lowest and best Bidder and such Bidder also fails or refuses to enter into a contract, the liability of such next lowest and best Bidder shall be the amount of the difference between the bid amounts of such next lowest and best Bidder and the third lowest and best Bidder, but not in excess of the liability specified in paragraph 3.2.3. Liability on account of an award to any lowest and best Bidder beyond the third lowest and best Bidder shall be determined in like manner, pursuant to Section 153.54 of the Ohio Revised Code.
- 4.2.3 If the County does not award the contract to the next lowest and best Bidder but resubmits the Project for bidding, the Bidder failing to enter into the contract shall be liable to the County for a penal sum not to exceed ten (10) percent of such Bidder's bid amount or the costs in connection with the resubmission, of printing new Contract Documents, required advertising and printing

and mailing notices to prospective Bidders, whichever is less, pursuant to Section 153.54 of the Ohio Revised Code.

4.3 PERFORMANCE BOND

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

ARTICLE 5 - CONTRACT AWARD AND EXECUTION

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

5.4 CONDITIONS PRECEDENT FOR EXECUTION OF CONTRACT

5.4.1 Performance Bond; to support the Bond, a Certificate of Compliance issued by the Department of Insurance, showing the Surety is licensed to do business in Ohio;

5.4.2 Current Ohio Workers Compensation Certificate;

5.4.3 Certificate of Compliance with Affirmative Action Programs, issued pursuant to Section 9.47 of the Ohio Revised Code;

5.4.4 Certificate of Insurance (ACORD form is acceptable) and copy of additional insured endorsement.

5.4.4.1 The County reserves the right to request a certified copy of the Contractor's insurance policies.

5.4.5 If the Bidder is a foreign corporation, i.e., not incorporated under the laws of the State of Ohio, a Certificate of Good Standing from the Secretary of State showing the right of the Bidder to do business in the State of Ohio

5.4.6 A copy of the Bidder's site specific safety plan addressing any of the following that are applicable to the Project:

5.4.6.1 Confined Space Entry

5.4.6.2 Trenching and/or Excavating

5.4.6.3 Traffic Control

5.4.6.4 Hazard Communication / Material Safety Data Sheets

5.4.6.5 Lockout / Tagout

5.4.6.6 Fire Prevention Plan for "Hot Work" such as welding, cutting or torching

5.4.6.7 Fall Protection Plan and/or Scaffolding safety Plan

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

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

Schedule of work;

Preliminary schedule of Shop Drawings and Submittals;
Subcontractor Declaration and Qualifications;
Manufacturer Declaration;
Outline of Qualifications of Proposed Superintendent and Foreman Registrations and Certifications for tradesmen.

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

SECTION C

**GENERAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION**

REVISION DATE 02/04/09

**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION FOR THE PORT LAWRENCE
BUS SHELTER**

(REV. DATE 02-04-09)

GENERAL CONDITIONS 00700-1

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 DEFINITIONS AND CONTRACT DOCUMENTS.....	68
1.1 DEFINITIONS.....	68
1.2 EXECUTION, CORRELATION AND INTENT.....	72
ARTICLE 2 ADMINISTRATION OF THE CONTRACT.....	73
2.1 ARCHITECT.....	73
2.2 CONSTRUCTION MANAGER	73
2.3 ADMINISTRATION OF THE CONTRACT.....	73
ARTICLE 3 OWNER.....	75
3.1 DEFINITION.....	75
3.2 INFORMATION AND SERVICES REQUIRED OF OWNER.....	75
3.3 OWNER'S RIGHT TO STOP THE WORK	76
3.4 OWNER'S RIGHT TO CARRY OUT THE WORK	76
3.5 ADDITIONAL RIGHTS	76
ARTICLE 4 CONTRACTOR.....	76
4.1 DEFINITION.....	76
4.2 REVIEW OF THE CONTRACT DOCUMENTS.....	76
4.3 SUPERVISION AND CONSTRUCTION PROCEDURES.....	77
4.4 LABOR AND MATERIALS	77
4.5 WARRANTY	77
4.6 TAXES.....	78
4.7 PERMITS, FEES AND NOTICES.....	78
4.8 ALLOWANCES.....	78
4.9 SUPERINTENDENT.....	79
4.10 CONTRACTOR'S CONSTRUCTION SCHEDULE.....	79
4.11 DOCUMENTS AND SAMPLES AT THE SITE.....	79
4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES	79
4.13 USE OF SITE	80
4.14 CUTTING AND PATCHING OF WORK.....	81
4.15 CLEANING UP.....	81
4.16 ROYALTIES AND PATENTS.....	81
4.17 INDEMNIFICATION.....	81
4.18 JOB RECORDS.....	82
ARTICLE 5 SUBCONTRACTORS.....	82
5.1 DEFINITION.....	82
5.2 AWARDS OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK	82
5.3 SUBCONTRACTUAL RELATIONS.....	83
ARTICLE 6 WORK BY OWNER OR BY SEPARATE CONTRACTORS.....	84

6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS.....84

6.2 MUTUAL RESPONSIBILITY..... 84

6.3 OWNER'S RIGHT TO CLEAN UP..... 85

ARTICLE 7 MISCELLANEOUS PROVISIONS..... 85

7.1 GOVERNING LAW..... 85

7.2 SUCCESSORS AND ASSIGNS..... 85

7.3 WRITTEN NOTICE..... 85

7.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND 85

7.5 RIGHTS AND REMEDIES 86

7.6 TESTS..... 86

ARTICLE 8 TIME..... 87

8.1 DEFINITIONS..... 87

8.2 PROGRESS AND COMPLETION..... 88

8.3 DELAYS AND EXTENSIONS OF TIME..... 88

ARTICLE 9 PAYMENTS AND COMPLETION..... 89

9.1 CONTRACT SUM 89

9.2 SCHEDULE OF VALUES..... 89

9.3 APPLICATIONS FOR PAYMENT..... 90

9.4 CERTIFICATES FOR PAYMENT..... 90

9.5 PROGRESS PAYMENTS..... 91

9.6 PAYMENTS..... 91

9.7 SUBSTANTIAL COMPLETION 92

9.8 FINAL COMPLETION AND FINAL PAYMENT 93

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY..... 94

10.1 SAFETY PRECAUTIONS AND PROGRAMS..... 94

10.2 EMERGENCIES..... 94

ARTICLE 11 INSURANCE.....94

11.1 CONTRACTOR'S INSURANCE 94

11.2 PROPERTY INSURANCE 94

11.3 RISK OF LOSS OF OFF-SITE STORAGE..... 95

ARTICLE 12 CHANGES IN THE WORK..... 95

12.1 CHANGE ORDERS..... 95

12.2 CLAIMS FOR ADDITIONAL COST 96

12.3 MINOR CHANGES IN THE WORK..... 96

ARTICLE 13 UNCOVERING AND CORRECTION OF WORK..... 96

13.1 UNCOVERING OF WORK..... 96

13.2 CORRECTION OF WORK..... 96

13.3 ACCEPTANCE OF DEFECTIVE OR NONCONFORMING WORK..... 98

ARTICLE 14 TERMINATION OF THE CONTRACT 98

14.1 TERMINATION BY CONTRACTOR..... 98
14.2 TERMINATION OF CONTRACTOR..... 98
14.3 SUSPENSION BY OWNER FOR CONVENIENCE..... 99
14.4 TERMINATION BY OWNER FOR CONVENIENCE 100
ARTICLE 15 DISPUTE RESOLUTION..... 100
 15.1 DISPUTE RESOLUTION..... 100
ARTICLE 16 ADDITIONAL PROVISIONS..... 100
 16.1 PREVAILING WAGE 100

Exhibit A -Progress Payments **Exhibit B** -Insurance
Requirements **Exhibit C** -Change Order Pricing

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1

DEFINITIONS AND CONTRACT DOCUMENTS

1.1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Owner" shall mean Lucas County Board of Commissioners.

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

"Project" shall mean the total construction of the new Port Lawrence Bus Shelter 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 St. Clair Street on the east; Jefferson Avenue on the south; an existing service drive on the west; and an existing parking structure on the north.

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

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

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

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

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

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

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

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

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

1.2 EXECUTION, CORRELATION AND INTENT

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

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

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

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

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

ARTICLE 2 ADMINISTRATION OF THE CONTRACT

2.1 ARCHITECT

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

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

2.2 CONSTRUCTION MANAGER

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

2.3 ADMINISTRATION OF THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3

OWNER

3.1 DEFINITION

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

3.2 INFORMATION AND SERVICES REQUIRED OF OWNER

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

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

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

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

3.3 OWNER'S RIGHT TO STOP THE WORK

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

3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

3.5 ADDITIONAL RIGHTS

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

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

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

4.2 REVIEW OF THE CONTRACT DOCUMENTS

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

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

accordance with the Contract Documents as determined by Architect.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

4.4 LABOR AND MATERIALS

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

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

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

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

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

4.5 WARRANTY

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

4.6 TAXES

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

4.7 PERMITS, FEES AND NOTICES

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

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

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

4.8 ALLOWANCES

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

4.8.2 Unless otherwise provided in the Contract Documents:

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

4.9 SUPERINTENDENT

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

4.10 CONTRACTOR'S CONSTRUCTION SCHEDULE

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

4.11 DOCUMENTS AND SAMPLES AT THE SITE

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

4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

4.13 USE OF SITE

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

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

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

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

materials at all times.

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

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

4.14 CUTTING AND PATCHING OF WORK

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

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

4.15 CLEANING UP

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

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

4.16 ROYALTIES AND PATENTS

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

4.17 INDEMNIFICATION

4.17.1 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, Architect, Construction Manager and the principals, lenders, officers, directors, agents and employees of each of them from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees and costs for defending any action) to the extent arising out of or resulting from: the performance of the Work; the failure of Contractor to perform its obligations or undertakings as stated in the Contract Documents; the inaccuracy of any representation or warranty of Contractor contained in the Contract Documents; failure of Contractor or those acting

under Contractor to conduct the Work in accordance with Applicable Laws; any intentional or negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligations of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.17, nor shall the foregoing be deemed in any way to be released, waived or modified in any respect by reason of any insurance or bond provided by Contractor pursuant to the Contract Documents.

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

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

4.18 JOB RECORDS

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

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

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

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

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

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

5.2.1 Unless otherwise required by the Contract Documents or the Bidding Documents, Contractor, as soon as practicable after the award of the Contract, shall furnish to Construction Manager in writing for review by Owner, Architect and Construction Manager, the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work.

Construction Manager will promptly reply to Contractor in writing stating whether or not Owner, Architect or Construction Manager, after due investigation, has reasonable objection to any such proposed person or entity. Failure of Construction Manager to reply to Contractor within five (5) business days after a second request by Contractor for approval or disapproval of such proposed persons or entities shall constitute approval of such proposed names.

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

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

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

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

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

5.3 SUBCONTRACTUAL RELATIONS

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

5.3.2 The written agreement required by Subparagraph 5.3.1 shall also require each Subcontractor to agree that, upon the request of Owner after termination of Contractor's employment in accordance with Paragraph 14.2

hereof, such Subcontractor shall continue the Work directly for Owner or for the substitute Contractor selected by Owner under terms and conditions substantially similar to the terms of the subcontract. Contractor shall require each Subcontractor to enter into similar agreements with any Sub-subcontractors. Contractor shall deliver to Construction Manager copies of all such agreements of Subcontractor and Sub-subcontractors.

ARTICLE 6

WORK BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

6.2 MUTUAL RESPONSIBILITY

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

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

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

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

6.2.5 Should Contractor delay or cause damage to the work or property of any separate contractor, Contractor shall, upon due notice, promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates a court proceeding against Owner on account of any delay or damage alleged to have been caused by Contractor, Owner shall notify Contractor who shall defend such proceedings at Contractor's expense, and if any judgment or award against Owner arises therefrom, Contractor shall pay or satisfy it and shall reimburse Owner for all attorneys' fees and costs for defending any action and court or arbitration costs which Owner has incurred.

6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

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

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

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

7.3 WRITTEN NOTICE

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

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

7.4 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.4.1 At the time of the execution of the Agreement, Contractor shall furnish a Performance and Payment Bond in the full amount of the Contract Sum, signed by Contractor and a corporate surety. The bonds shall name the Owner

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

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

7.5 RIGHTS AND REMEDIES

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

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

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

7.6 TESTS

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

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

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

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

7.6.5 The nature and scope of testing services, agencies and/or inspections performed by laboratories and

engineers retained by or on behalf of Owner or Contractor shall be in accordance with Applicable Laws or as otherwise specified in the Contract Documents and shall be consistent with recognized good standards of engineering practice.

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

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

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

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

ARTICLE 8

TIME

8.1 DEFINITIONS

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

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

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

(1) Owner, or any separate contractor, is able to occupy or utilize the Work or designated portion thereof for the use for which it is intended and so that such occupancy will not hinder Contractor's final completion of the Work nor will Contractor's final completion activities impede Owner's use of, and operation within, the designated spaces. The premises will be clean, free of debris, and Contractor's remaining materials and equipment will be suitably organized and stored.

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

paths (elevators, stairs, corridors), lobbies, toilet rooms and utility rooms; and all elevators shall be in operation and properly licensed.

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

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

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

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

8.2 PROGRESS AND COMPLETION

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

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

8.3 DELAYS AND EXTENSIONS OF TIME

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

8.3.2 Should Contractor be delayed, obstructed, hindered or interfered with in commencement, prosecution or completion of the Work by an event of Force Majeure, or any act, omission, neglect or default of Owner, or any employee, agent or consultant of Owner, or because of events beyond the reasonable control of Contractor, then Contractor shall be entitled to an extension of the Contract Time. Such extension of time shall be limited to a period equivalent to the time lost by reason of any or all of the aforesaid causes as determined by Construction Manager and Owner. In the event of a dispute by Contractor, the matter shall be resolved pursuant to the dispute resolution provisions contained in Article 15 hereof. Notwithstanding the foregoing, no extension of time shall be granted for delays on account of, or resulting from, weather conditions except for the severe, adverse weather conditions that are

abnormal for the period of time and could not have been reasonably anticipated; nor shall Contractor be granted any time extension due to Contractor's financial inability to perform or the inability of its Subcontractor to perform. No extension of time shall be granted to Contractor unless the delay affects the critical path of the Project and then only to the extent that the delay affects the critical path. No extension of time shall be granted to Contractor to the extent that, notwithstanding the existence of any such circumstance beyond Contractor's control, delay would have resulted in any event because of a concurrent unexcused delay by Contractor.

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

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

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

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

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

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

9.3 APPLICATIONS FOR PAYMENT

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

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

9.3.3 Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to Owner either by incorporation in the construction or upon receipt of payment by Contractor, whichever occurs first, free and clear of all the liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by Contractor, or by any other person performing Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by Contractor or such other person. The provisions of this paragraph regarding ownership of the Work by Owner upon payment shall not constitute an acceptance of the Work for which payment is made, except as and when provided in the Contract Documents.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 Construction Manager shall receive all Applications for Payment from each Contractor and shall, once a month, prepare a summary of and deliver the same to Architect. Construction Manager may, by written notice to Contractor, approve or reject all or any portion of a Contractor's Application for Payment for any of the reasons set forth in Subparagraph 9.6.1. Architect will, within seven (7) days after the receipt of the Project Application for Payment with the recommendations of Construction Manager, review the Project Application for Payment and either issue a Project Certificate for Payment to Owner with a copy to Construction Manager

for distribution to Contractor for such amounts as Architect determines are properly due, or notify Construction Manager in writing of the reasons for withholding a Certificate as provided in Subparagraph 9.6.1. Such notification will be forwarded to Contractor by Construction Manager.

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

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

9.5 PROGRESS PAYMENTS

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

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

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

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

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

9.6 PAYMENTS

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

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

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

9.7 SUBSTANTIAL COMPLETION

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

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

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

9.8 FINAL COMPLETION AND FINAL PAYMENT

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

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

9.8.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of Contractor or by the issuance of Change Orders affecting final completion, and Construction Manager so confirms, Owner shall, upon application by Contractor and certification by Architect and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Construction Manager prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payments, except that it shall not constitute a waiver of claims.

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

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

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

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.2 EMERGENCIES

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

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S INSURANCE

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

11.2 PROPERTY INSURANCE

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

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

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

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

11.3 RISK OF LOSS OF OFF-SITE STORAGE

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

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

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

12.1.2 Construction Manager or Owner, without invalidating the Contract, may order changes in the Work within

the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

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

12.2 CLAIMS FOR ADDITIONAL COST

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

12.3 MINOR CHANGES IN THE WORK

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

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

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

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

13.2 CORRECTION OF WORK

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

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

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

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

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

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

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

13.2.8 The expiration of any guarantee or correction of Work shall not relieve Contractor of the obligation to

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

13.3 ACCEPTANCE OF DEFECTIVE OR NONCONFORMING WORK

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

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY CONTRACTOR

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

14.2 TERMINATION OF CONTRACTOR

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

scaffolds, tools, appliances and other items thereon, all of which the Contractor hereby transfers, assigns and sets over to the Owner for such purpose, and to employ any person or persons to complete the Work and provide all the labor, services, materials, equipment and other items required therefor. In case of such termination of the employment of the Contractor, the Contractor shall not be entitled to receive any further payment under this Agreement until the Work shall be wholly completed to the satisfaction of the Architect, the Owner and Construction Manager and shall have been accepted by them, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the cost and expense incurred by the Owner in completing the Work, such excess shall be paid by the Owner to the Contractor; but if such cost and expense shall exceed such unpaid balance, then the Contractor or its surety shall pay the difference to the Owner. Such cost and expense shall include, not only the cost of completing the Work to the satisfaction of the Owner, Construction Manager and the Architect and of performing and furnishing all labor, services, materials, equipment, and other items required therefor, but also all losses, damages, costs and expenses, (including legal fees and disbursements incurred by the Owner, Architect and/or Construction Manager in connection with procurement, in defending claims arising from such default and in seeking recovery of all such cost and expense from the Contractor and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the Contractor's default.

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

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

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

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

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

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

- (1) performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or
- (2) an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY OWNER FOR CONVENIENCE

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

ARTICLE 15

DISPUTE RESOLUTION

15.1 DISPUTE RESOLUTION

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

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

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

ARTICLE 16

ADDITIONAL PROVISIONS

16.1 PREVAILING WAGE

16.1.1 The Davis Bacon and Related Acts (DBRA) requires all contractors and subcontractors performing work on federal or District of Columbia construction contracts or federally assisted contracts in excess of \$2,000 to pay their

laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts.

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

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

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

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

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

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

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

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

EXHIBIT A

PROGRESS PAYMENTS

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

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

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

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

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

(EXHIBIT B)
COUNTY OF LUCAS CONTRACTOR INSURANCE

21 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. INDEMNITY

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

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

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

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

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

EXHIBIT C

CHANGE ORDER PRICING

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

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

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

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

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

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

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

SECTION 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

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

SCOPE OF WORK

PORT LAWRENCE BUS SHELTER

BID DUE DATE: JUNE 2, 2010 @ 2:00 PM LOCAL TIME
LUCAS COUNTY COMMISSIONERS
ONE GOVERNMENT CENTER, SUITE 480
TOLEDO, OHIO 43604

MANDATORY PRE-BID CONFERENCE DATE: MAY 19, 2010
@ 9:00 AM LOCAL TIME
SEAGATE CENTRE 401 JEFFERSON AVE
TOLEDO, OHIO 43604

1.0 **GENERAL:**

This Contractor shall provide all supervision, labor, material, accessories, equipment, tools, scaffolding, taxes, labor burdens, overhead, profit, fringe benefits, insurance, etc. necessary to complete all work associated with the ***Port Lawrence Bus Shelter***.

- 1.1 Trade permits and or licenses required to perform this type of work at this location, complete with inspections, associated fees.
- 1.2 Construction materials testing shall be provided and paid for by the Owner.
- 1.3 The General Building permit shall be provided and paid for by the Owner.
- 1.4 Compliance with requirements of all applicable Federal, State and Local codes, ordinances and agencies, including Owner's, and Construction Manager's program and guidelines.
- 1.5 Comply with Project Safety and Fire Protection Program included within this packet.
- 1.6 Notification of public agencies as required for testing and inspections.
- 1.7 The cost of materials incorporated into the construction is exempt from State of Ohio sales tax.
- 1.8 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. **The site visit will occur during the Mandatory Prebid Meeting.**
- 1.9 Coordinate new work with existing utilities and the work of other trades in the area of construction.
- 1.10 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.

- 1.11 Street Obstructions: All streets, sidewalks, or passageways outside of the site fence are to be kept clear and open to vehicular traffic and pedestrians at all times. When it is necessary to restrict traffic or close a street or portion of a street or sidewalk due to construction activities, this Contractor shall:
- Notify the Construction Manager of such requirements one (1) week in advance.
 - 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.
 - Provide barricades, signage and flagmen as necessary, to redirect traffic and pedestrians.
 - Perform off-hours work if required to meet the requirements of the City/Authority Having Jurisdiction and/or the Construction Manager.
- 1.12 Portable toilet facilities shall be provided and paid for by the General Trades Contractor.
- 1.13 A material/personal hoist will not be provided for the project. All hoisting shall be provided by the Contractor requiring hoisting.
- 1.14 Temporary power and water shall be paid for and provided by each Contractor.
- 1.15 Contractors will not be permitted to have a Project Trailer onsite.
- 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.
- 1.16 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.
- 1.17 Engineering, layout and control work as required to complete the respective work items included in this bid package.
- 1.18 Each Contractor shall be responsible for receiving, off-loading, loading and proper storage and protection of their materials and equipment into the building. All deliveries are to be coordinated with the Construction Manager prior to shipping of the material. Laydown area on the site will be limited, see the Site Logistics Plan for location.
- 1.19 Each Contractor shall be responsible for daily clean up of trade related and identifiable debris.
- 1.20 Due to the limited amount of space on site Contractors must utilize an offsite location for their project office and long term storage if required. Materials shall be delivered and installed as required no more than five working days.
- 1.21 All Trade Contractors shall compile product data and prepare shop drawings and submit (5) five full size hard copies and (1) one electronic set in PDF format to The Lathrop Company for review. Shop drawing review period shall be 14 days and subsequent resubmittal review period shall be 7 days

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

2.0 **GENERAL TRADES:**

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

<u>Spec. Number</u>	<u>Description</u>		<u>Spec. Number</u>	<u>Description</u>
Div. 01	All Sections		08 7100	Door Hardware
02 4119	Selective Structure Demolition		08 8000	Glazing
03 3053	Miscellaneous Cast-in-Place Concrete		09 2216	Non Structural Metal Framing
04 2000	Unit Masonry		09 2900	Gypsum Board
05 1200	Structural Steel Framing		09 5113	Acoustical Panel Ceilings
05 1213	Architecturally Exposed Structural Steel Framing		09 6513	Resilient Base & Accessories
05 3100	Steel Decking		09 6519	Resilient Floor Tile
05 5100	Metal Stairs		09 9113	Exterior Painting
05 5213	Pipe and Tube Railings		09 9123	Interior Painting
05 7500	Decorative Formed Metal		10 4413	Fire Extinguisher Cabinets
07 9200	Joint Sealants		10 4416	Fire Extinguishers
08 1113	Hollow Metal Doors and Frames		10 7313	Exterior Sun Control Devices
08 4113	Aluminum Framed Entrances and Store Fronts		12 9300	Site Furnishings
08 4413	Glazed Aluminum Curtain Walls		321313	Concrete Paving

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

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

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

- 2.0.4 The General Trades Contractor shall establish north/south and east/west control lines and benchmark for the project. These will be established in such a manner that the controls and benchmarks are preserved and available for other contractors' use for the project duration. The General Trades Contractor shall provide a drawing that identifies and locates these controls.
- 2.0.5 Facilitate weekly construction coordination meetings with all trade contractors.
- 2.0.6 Daily clean up of trade related and unidentifiable debris.
- 2.0.7 Way finding signs and construction zone signs by this Contractor.
- 2.0.8 The Contractor shall be responsible for supplying and maintaining a minimum 6'-0" tall chain link fence temporary fence around the perimeter of the job site as shown on the Site Logistics Plan, to secure the site.
- 2.0.9 Portable toilet facilities shall be provided and paid for by the General Trades Contractor.
- 2.0.10 Prior to any demolition, the Contractor shall construct a temporary plywood wall around the stairs on the third level to allow for the demolition of Stair 302.
- 2.0.11 Isolate and secure the site at the existing entrances from the parking garage located on the street level and third level as well as the west end of the pedestrian walkway on the third level. This Contractor shall be responsible for opening the site and closing the site each day, including locking the entrances to the site at the end of work.
- 2.0.12 Remove and legally dispose of existing roof & structure, ceilings, doors, door frames, flooring, fixtures, benches, stairs, walls, partitions, windows, and curtain walls, etc. as shown and specified in the contract documents.
- 2.0.13 Contractor is responsible for all legal material disposal for all trades including dumping containers.
- 2.0.14 Coordinate phone (FX-3) removal with appropriate authority.
- 2.0.15 Cast-in-place concrete forming, fine grading of stone base materials, reinforcing steel, concrete accessories, concrete materials, concrete topping, finishing, curing, any necessary protection, layout and elevations for slabs, etc. as shown and specified in the contract documents.
- 2.0.16 Provide protection of all reinforcing, dowels, and anchor bolts including maintaining this protection until the hazard no longer exists.
- 2.0.17 Include haul off and legally disposal off site of excavated spoils associated with the General Trades work.
- 2.0.18 The General Trades 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.
- 2.0.19 All excess concrete must be hauled off site, no concrete truck wash out is allowed on site.

- 2.0.20 Provide all masonry work including lintels and bond beams as shown, specified, and required.
- 2.0.21 Built-in flashings, weeps, accessories, etc. as shown and specified in the contract documents.
- 2.0.22 Scaffolding as required including all required tie off, guardrails, and toe-boards.
- 2.0.23 Temporary bracing of walls as required per Local, State, and Federal Standards.
- 2.0.24 All expansion joint assemblies and control joints in masonry walls. Including all caulking complete as identified in the drawings and specifications.
- 2.0.25 Storage and protection of masonry units and all associated materials as required. Cover stored masonry units and laid up walls from exposure to rain daily. All sand used for mortars shall be laid on and covered with plastic film to protect from exposure to rain. Masonry units shall be kept elevated and without contact to the ground.
- 2.0.26 Detail, fabricate, deliver, and erect structural steel, architecturally exposed structural steel framing, decorative formed metal, and steel decking as shown and specified in the contract documents. Erection drawings, shop drawings, and engineering shall be included as shown and specified in the contract documents.
- 2.0.27 The General Trades Contractor shall be responsible for field measurements for installed systems as required.
- 2.0.28 The General Trades 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 fresh paint.
- 2.0.29 Metal fabrications, stairs and pipe and tube railings, erection/shop drawings, materials, erection and engineering as shown and specified in the contract documents.
- 2.0.30 Furnish and install perforated metal sheet siding and framing as shown and specified in the contract documents, radius of trim to match building footprint.
- 2.0.31 Furnish and install aluminum solar shade as shown and specified in the contract documents.
- 2.0.32 Furnish and install all waterproofing and joint sealants as shown and specified in the contract documents.
- 2.0.33 Provide all necessary filler plates, shim plates and brake metal as required for a complete installation.
- 2.0.34 The Contractor shall provide all sealants, caulking, joint fillers, and gaskets within window wall assemblies and between window wall and adjacent surfaces as shown on the drawings and wherever required for a weather tight window wall installation.
- The Contractor will also provide the caulking of the interior joints for the Curtainwall, Entrances, Storefronts, and Glass & Glazing Work. Include caulking at all joints to adjacent materials, even where not indicated on the details of the drawings.
- 2.0.35 All framed windows, curtain wall, 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 and secure the building.

- 2.0.36 Furnish and install doors and door hardware as shown and specified in the contract documents.
- 2.0.37 Painting, finishing and high performance coatings, priming and finish coats of all exterior and interior exposed surfaces, surface acceptance, preparation and protection of items not to be painted as shown and specified in the contract documents.
- 2.0.38 Furnish and install all fire extinguishers and fire extinguisher cabinets as shown and specified in the contract documents.
- 2.0.39 This Contractor shall provide concrete topping as required in accordance with the contract documents.
- 2.0.40 Furnish and install metal stud framing and drywall as shown and specified in the contract documents.
- 2.0.41 Drywall to be ready to accept specified finish. This contract will include any repairs as required to provide an acceptable finish surface.
- 2.0.42 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.
- 2.0.43 This Contractor shall install louvers as shown and specified in the contract documents, furnished by others. Coordinate locations with the Mechanical HVAC Contractor.
- 2.0.44 This Contractor shall coordinate construction activities with the City of Toledo and Parking Authority as required.
- 2.0.45 The Demolition permit shall be provided and paid for by this Contractor.
- 2.0.46 Install new benches as shown and specified in the contract documents.
- 2.0.47 This Contractor shall perform all curtain wall, glass, and glazing work as shown and specified in the contract documents.
- 2.0.48 This Contractor is responsible for the final cleaning of all components of the new construction as shown and specified in the contract documents.

SCOPE OF WORK – EXCLUSIONS GENERAL TRADES:

- 2.0.49 Items specifically noted to be provided by other Prime Contractors.

SCOPE OF WORK – GENERAL TRADES ALLOWANCES:

- 2.0.50 The Contractor shall include an allowance of \$10,000 to be used as directed by the Construction Manager.

2.1 **PLUMBING:**

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

<u>Spec. Number</u>	<u>Description</u>		<u>Spec. Number</u>	<u>Description</u>
Div. 01	All Sections			

- 2.1.1 Plumbing Specifications are listed on Sheet No. M0.01 of the design drawings.
- 2.1.2 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 Port Lawrence Bus Shelter 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:
- 2.1.3 Furnish and install all items listed in this scope of work and contract documents to make a complete working system.
- 2.1.4 Trade Contractor is responsible for all trade permits and licenses, general building permit by others.
- 2.1.5 Engineering, layout and control work as required to complete the respective work items included in this bid package.
- 2.1.6 Daily clean up of trade related and identifiable debris in containers provided by others.
- 2.1.7 All plumbing demolition as shown and specified in the contract documents.
- 2.1.8 Furnish and install natural gas supply piping to infrared heating system, as shown and specified in the contract documents.
- 2.1.9 Plumbing Contractor shall provide all miscellaneous steel and hardware, prime painted, as required to support, hang, and secure all piping installed.
- 2.1.10 Testing and inspections of plumbing systems are required; all copies of the field reports and test logs shall be copied and submitted to the Construction Manager. The Contractor shall notify the Construction Manager immediately of all non-conforming inspection/test results.

SCOPE OF WORK – EXCLUSIONS PLUMBING:

- 2.1.11 Items specifically noted to be provided by other Prime Contractors.

SCOPE OF WORK – PLUMBING ALLOWANCES:

2.1.12 The Contractor shall include an allowance of \$1,000 to be used as directed by the Construction Manager.

2.2 **HVAC MECHANICAL:**

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

<u>Spec. Number</u>	<u>Description</u>		<u>Spec. Number</u>	<u>Description</u>
Div. 01	All Sections			

2.2.1 HVAC Mechanical Specifications are listed on Sheet No. M0.01 of the design drawings.

2.2.2 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 Port Lawrence Bus Shelter 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:

2.2.3 Furnish and install all items listed in this scope of work and contract documents to make a complete working system.

2.2.4 Trade Contractor is responsible for all trade permits and licenses, general building permit by others.

2.2.5 Engineering, layout, and control as required completing the respective work items of this bid package.

2.2.6 All Mechanical HVAC demolition as shown and specified in the contract documents.

2.2.7 Furnish and install gas fired, low intensity infrared heating system, vent piping, thermostat and control wiring, vacuum pump, and any accessories to make a complete working system as shown and specified in the contract documents. Natural gas supply piping shall be installed by the Plumbing Contractor.

2.2.8 Furnish and install electric wall convector in the Mechanical Room 102 as shown and specified in the contract documents. Power supply and connection is by Electrical Contractor.

2.2.9 Mechanical HVAC Contractor shall provide all miscellaneous steel and hardware, prime painted, as required to support, hang, and secure all equipment installed.

2.2.10 Furnish louvers as shown and specified in the contract documents. Installation of louvers is by General Trades Contractor.

2.2.11 Furnish and install ductwork, transitions, and fan as shown and specified in the contract documents.

2.2.12 Daily clean up of trade related and identifiable debris in containers provided by others.

SCOPE OF WORK – EXCLUSIONS HVAC MECHANICAL:

2.2.13 Items specifically noted to be provided by other Prime Contractors.

SCOPE OF WORK – HVAC MECHANICAL ALLOWANCES:

2.2.14 The Contractor shall include an allowance of \$1,000 to be used as directed by the Construction Manager.

2.3 **ELECTRICAL:**

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

<u>Spec. Number</u>	<u>Description</u>	<u>Spec. Number</u>	<u>Description</u>
Div. 01	All Sections		

2.3.1 Electrical Specifications are listed on Sheet No. E2.01 and E2.02 of the design drawings.

2.3.2 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 Port Lawrence Bus Shelter 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:

2.3.3 Furnish and install all items listed in this scope of work to make complete work systems unless noted otherwise.

2.3.4 Trade Contractor is responsible for all trade permits and licenses, general building permit by others.

2.3.5 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 all non-conforming inspection/test results.

2.3.6 All electrical demolition as shown and specified on contract documents

2.3.7 Furnish and install all interior and exterior lighting, duplex receptacles, conduit and distribution wiring, battery operated emergency lights, lighting control panel, security cameras, surveillance network, and data wiring as shown and specified on the contract documents. The Electrical Contractor shall supply power to Vacuum Pump VP-1, Electric Wall Heater EWH-1, and Infrared Heaters as shown and specified on the contract documents.

2.3.8 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 all non-conforming inspection/test results.

2.3.9 Furnish, install, maintain, and remove temporary lighting, to meet OSHA requirements, as directed by the Construction Manager.

2.3.10 Daily clean up of trade related and identifiable debris in containers provided by others.

SCOPE OF WORK – EXCLUSIONS ELECTRICAL:

2.3.11 Items specifically noted to be provided by other Prime Contractors.

SCOPE OF WORK – ELECTRICAL ALLOWANCES:

2.3.12 The Contractor shall include an allowance of \$2,000 to be used as directed by the Construction Manager.

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 Pricing Sheet, Section G.
- 3.4 Voluntary Alternates are NOT PERMITTED.

4. ALTERNATE DESCRIPTIONS:

- 4.1 Alternate No.1: Exterior Concrete Sidewalk Replacement.
 - 4.1.1 Based Bid: As indicated on Sheet SD0.1
 - 4.1.2 Alternate: Remove, haul off, and legally dispose of existing exterior exposed aggregate sidewalks and replace with 4 inch thick, 4000 psi concrete walks with required control and expansion joints in agreement with City of Toledo Engineering standards. Remove, temporarily store, and reinstall existing waste receptacles.

City of Toledo Engineering standards can be accessed at the following website:

<http://www.ci.toledo.oh.us/Departments/PublicUtilities/DivisionofEngineeringServices/ConstructionStandards/tabid/359/Default.aspx>

4.1.2.1 Refer to architectural drawings for extent of work associated with this alternate.

- 4.2 Alternate No. 2: Upgrade Ceiling and Lighting in Existing Corridor 301.
 - 4.2.1 Base Bid: As indicated on Sheet A1.02 and E1.02.
 - 4.2.2 Alternate: Remove, haul off, and legally dispose of existing surface mounted lighting fixtures, speakers, and similar devices indicated on the documents from area of Existing Corridor 301. Install new acoustical lay-in ceiling system and grid coordinated with existing infrared radiant heating system tubes.

4.2.2.1 Refer to architectural drawings for extent of work associated with this alternate.

4.2.2.2 Refer to mechanical drawings for extent of work associated with this alternate.

4.2.2.3 Refer to electrical drawings for extent of work associated with this alternate.

- 4.3 Alternate No. 3: Replacement of existing rubber floor tile in Existing Corridor 301.

4.3.1 Base Bid: As indicated on Sheet A1.02

4.3.2 Alternate: Remove, haul off, and legally dispose of existing grubber floor tile and treat slab to remove any remaining adhesives and prepare slab for new floor covering installation. Provide resilient floor tile as specified in Section 096519 and resilient base as specified in Section 096513 in new pedestrian bridge connecting arena identified on documents as "Existing Corridor 301".

4.3.2.1 After removal of existing floor tile and adhesives; apply "2010 All Surface Cleaner" as manufactured by ProSoCo, Inc. over the entire concrete floor surface following the manufacturer's recommendations for dilution ratio and cleaning method. Rinse surfaces with potable water and remove using method to minimize water infiltration into walls and surrounding building areas.

4.3.2.1.1 Substitution requests for the specified cleaner shall be submitted to the Construction Manager for review and approval by the Architect.

4.3.2.2 Seal entire concrete floor surface prior to installation of new floor tile; apply "100 Plus" as manufactured by BASF Chemical Company.

4.3.2.2.1 Contractor shall verify with flooring adhesive manufacturer and flooring contractor that specified sealer is compatible with anticipated adhesive products. Notify Construction Manager and Architect of any concerns of incompatibility before commencing work.

4.3.2.3 Coordinate restriction on access to area of construction associated with Alternate No. 3 to general public use with Construction Manager, Owner, and adjacent venue operators. Provide not less than seven (7) working day notification to Construction Manager before anticipated date of closure of area for execution of work.

4.4 Alternate No. 4: Replacement of existing rubber floor tile in Existing Pedestrian Bridge 304.

4.4.1 Base Bid: As indicated on Sheet A1.02

4.4.2 Alternate: Remove, haul off, and legally dispose of existing rubber floor tile and treat slab to remove any remaining adhesives and prepare slab for new floor covering installation. Provide resilient floor tile as specified in Section 096519 and resilient base as specified in Section 096513 in new pedestrian bridge connecting arena identified on documents as "Existing Pedestrian Bridge 304".

4.4.2.1 After removal of existing floor tile and adhesives; apply "2010 All Surface Cleaner" as manufactured by ProSoCo, Inc. over the entire concrete floor surface following the manufacturer's recommendations for dilution ratio and cleaning method. Rinse surfaces with potable water and remove using method to minimize water infiltration into walls and surrounding building areas.

4.4.2.1.1 Substitution requests for the specified cleaner shall be submitted to the Construction Manager for review and approval by the Architect.

4.4.2.2 Seal entire concrete floor surface prior to installation of new floor tile; apply "100 Plus" as manufactured by BASF Chemical Company.

4.4.2.2.1 Contractor shall verify with flooring adhesive manufacturer and flooring contractor that specified sealer is compatible with anticipated adhesive products. Notify Construction Manager and Architect of any concerns of incompatibility before commencing work.

4.4.2.3 Coordinate restriction on access to area of construction associated with Alternate No. 4 to general public use with Construction Manager, Owner, and adjacent venue operators. Provide not less than seven (7) working day notification to Construction Manager before anticipated date of closure of area for execution of work.

4.5 Alternate No. 5: New Hybrid Digital Video Recorder Unit for Security Cameras.

4.5.1 Base Bid: As indicated on Sheet E0.01.

4.5.2 Alternate: State the amount on the bid proposal form to be added to or deducted from the base bid price to provide a new hybrid video recorder (Pelco DVR5100 series) at the Arena security head end for the new surveillance cameras. Contractor shall provide all additional cabling, software, and programming for an operable extension of the system.

4.5.2.1 Reference the "Surveillance Network Wiring Diagram" located on sheet E0.01 for additional information.

4.5.2.2 Contractor is responsible to verify location for installation of new hybrid video recorder (Pelco DVR5100 series) in Owner's security head end room and availability of rack space for required support equipment.

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 Construction Manager.

a. The Construction Manager 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 MAY 19, 2010 AT SEAGATE CONVENTION CENTRE, LOCATION OF THE ROOM WILL BE POSTED INSIDE THE SEAGATE CENTRE IN THE MAIN LOBBY ON JEFFERSON AVE. THE DAY OF THE MEETING.****

**SECTION G
PRICING SHEET**

PRICING SHEET

PORT LAWRENCE BUS SHELTER

Company Name _____

Street Address _____

City, State, Zip _____

Mailing Address _____
(If Different)

Contact Name _____

Phone No. _____

Fax No. _____

Email Address _____

DUE: JUNE 2, 2010 @ 2:00 PM LOCAL TIME

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

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

1.0 **BASE BID**

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

BID ITEM:

1.1 Port Lawrence Bus Shelter – General Trades:

Base Bid Amount: _____

_____ Dollars \$: _____

1.1.1 Port Lawrence Bus Shelter – General Trades Alternate No. 1:

Alternate Bid Amount: _____
_____ Dollars \$: _____

1.1.2 Port Lawrence Bus Shelter – General Trades Alternate No. 2:

Alternate Bid Amount: _____
_____ Dollars \$: _____

1.1.3 Port Lawrence Bus Shelter – General Trades Alternate No. 3:

Alternate Bid Amount: _____
_____ Dollars \$: _____

1.1.4 Port Lawrence Bus Shelter – General Trades Alternate No. 4:

Alternate Bid Amount: _____
_____ Dollars \$: _____

1.2 Port Lawrence Bus Shelter – Plumbing:

Base Bid Amount: _____
_____ Dollars \$: _____

1.3 Port Lawrence Bus Shelter – HVAC Mechanical:

Base Bid Amount: _____
_____ Dollars \$: _____

1.3.1 Port Lawrence Bus Shelter – HVAC Mechanical Alternate No. 2:

Alternate Bid Amount: _____
_____ Dollars \$: _____

1.4 Port Lawrence Bus Shelter – Electrical:

Base Bid Amount: _____
_____ Dollars \$: _____

1.4.1 Port Lawrence Bus Shelter – Electrical Alternate No. 2:

Alternate Bid Amount: _____
_____ Dollars \$: _____

1.4.2 Port Lawrence Bus Shelter – Electrical Alternate No. 5:

Alternate Bid Amount: _____
_____ Dollars \$: _____

1.5 Port Lawrence Bus Shelter – Combined Bid:

Indicate which trades are included in the combined bid amount:

General Trades _____
Plumbing _____
HVAC Mechanical _____
Electrical _____

Base Bid Amount: _____
_____ Dollars \$: _____

1.5.1 Port Lawrence Bus Shelter – Combined Alternate No. 1:

Alternate Bid Amount: _____
_____ Dollars \$: _____

1.5.2 Port Lawrence Bus Shelter – Combined Alternate No. 2:

Alternate Bid Amount: _____
_____ Dollars \$: _____

1.5.3 Port Lawrence Bus Shelter – Combined Alternate No. 3:

Alternate Bid Amount: _____
_____ Dollars \$: _____

1.5.4 Port Lawrence Bus Shelter – Combined Alternate No. 4:

Alternate Bid Amount: _____
_____ Dollars \$: _____

1.5.5 Port Lawrence Bus Shelter – Combined Alternate No. 5:

Alternate Bid Amount: _____
_____ Dollars \$: _____

2. TAXES

Project is tax exempt.

3. UNIT PRICES

Trade Classification	Wage	Burden	Total

NOTE: RATES DO NOT INCLUDE OVERHEAD AND PROFIT

4. CONTRACTOR'S FEE

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

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

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

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

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

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

5. ADDENDA

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

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

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

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

8. TIME OF COMPLETION

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

9. REJECTION OF BIDS

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

All bids will be opened publicly.

10. SITE INSPECTION

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

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

11. EEO AND MBE

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

12. PRICE GUARANTEE

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

13. LEGAL STATUS AND SIGNATURE OF BIDDER

Check one of the following:

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

- 1) If Corporation -
State of Corporation _____

States in which qualified to do business -

- 2) If partnership, list names of all partners.

Name of Contractor

By (Signature)

Title

Address of Bidder

SECTION H
STANDARD CONTRACT

AGREEMENT

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

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

Section 1. The CONTRACTOR shall provide the work in accordance with The Specifications for (name of project) dated _____ and CONTRACTOR'S response to said specifications submitted (date of bid)

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

Section 3. The parties agree that the actual work shall not commence prior to (Same as Contract date) and shall be completed on or before _____.

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

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

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

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

- A) Agreement with Attachments
- B) Specifications for _____ dated _____.
- C) Bid and Proposal submitted by (Contractor awarded project) in response to the Specifications for Request as previously mentioned.
- D) Notice to Bidders
- E) "Best Bid" Criteria Form

- F) Notice of Award
- G) Instructions to Bidders
- H) Definitions
- I) Bid Guaranty and Contract Bond
- J) Performance Bond (to be used only if Bid Guaranty and Contract Bond are not used)
- K) Non-Collusion Affidavit
- L) Delinquent Personal Property Tax Statement
- M) Wage Determination, Lucas County and Prevailing Wage Instructions
- N) Certificate of Drug-Free Workplace Compliance
- O) Notice of Commencement / Notice to Proceed
- P) Construction Contract Exemption Certificate
- Q) Power of Attorney
- R) Additional Terms and Conditions

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

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

CONTRACTOR:

Please report your Employer Identification Number in the place provided.

Emp. I.D. No.: _____

Name: _____

Address: _____

Phone Number: _____

By: _____

Title: _____

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

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

Pete Gerken, President

Tina Skeldon Wozniak, Commissioner

Ben Konop, Commissioner

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 _____

SECTION J
REQUIRED CONTRACTUAL PROVISIONS FOR FEDERAL FUNDING

CONTRACTUAL PROVISIONS

1.4 REQUIRED CLAUSES

The Contractor shall comply with the following required Federal Transit Administration clauses.

1.4.1 Contractor Changes

Any proposed change in this contract shall be submitted to the Procuring Agency in writing for its prior approval

1.4.2 Interest of Members of, or Delegates to, Congress

No member of, or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

1.4.3 Prohibited Interest

No member, officer, or employee of the Procuring Agency during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

1.4.4 Equal Employment Opportunity

In connection with the execution of this contract the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

1.4.5 Minority Business Enterprise

In connection with the performance of this contract, the Contractor will cooperate with the Procuring Agency in meeting its commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to insure that minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this contract.

1.4.6 Cargo Preference

The Contractor agrees:

To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the paragraph above to the FTA Administrator and the Procuring Agency (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20230

To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

1.4.7 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1.4.8 PROGRAM FRAUD AND FALSE OR FRADULENT STATEMENTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1.4.9 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

1.4.10 INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

1.4.11 CLEAN WATER REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.4.12 NOTIFICATION OF FEDERAL PARTICIPATION

In the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the Recipient agrees to specify the amount of

Federal assistance to be used in financing that acquisition of goods and services and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

1.4.13 SUSPENSION/DEBARMENT

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, TARTA may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to TARTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact TARTA for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by TARTA.

The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, TARTA may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

1.4.14 LOBBYING [Section 103(d)]

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

1.5 LABOR PROVISIONS

1.5.1 Construction Contracts

Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Construction Subject to the Contract Work Hours and Safety Standards Act), " 29 C.F.R. Part 5, the following provisions shall be incorporated by the Contractor in carrying out this project.

1.5.2 Minimum Wages

All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 C.F.R. Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonable anticipated for bona fide fringe benefits under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of 29 C.F.R. § 5.5 (a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs that cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided at 29 C.F.R § 5.5 (a) (4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 C.F.R § 5.5 (a) (1) (ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

The procuring agency shall require that any class of laborers or mechanics, including helpers, that is not listed in the wage determination and that is to be employed under the contract shall be classified in conformance with the wage determination. The procuring agency shall approve an additional classification and wage rate and fringe benefits therefor only then the following criteria have been met: (a) Except with respect to helpers as defined in 29 C.F.R. § 5.2 (n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (b) The classification is utilized in the area by the construction industry; and (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the

wage determination; (d) With respect to helpers as defined in 29 C.F.R. § 5.2 (n) (4), such a classification prevails in the area in which the work is performed.

If the contractor and the laborers and mechanics to be employed in the classification (in known) their representatives, and the procuring agency agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report on the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the procuring agency or will notify the procuring agency within the 30-day period that additional time is necessary.

In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days receipt and so advise the contracting officer or will notify the contracting officer within the 30 day period that additional time is necessary.

The wage rate (including fringe benefits where appropriate) determined pursuant to 29 C.F.R. § 5.5 (a) (i) (1) (B) or 29 C.F.R. § 5.5 (a) (i) (1) (C), shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

1.5.3 Withholding

The Federal Transit Administration (FTA) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor, under this agreement or any other federal contract with the same recipient or any other federally-assisted contract subject to the Davis - Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice trainee, or helper, employed or working on the

site of the work (or under the United States Housing Act of 1937 or under the United States Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

1.5.4 Payrolls and Basic Records

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b) (2) (B) of the Davis - Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R § 5.5 (a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b) (2) (B) of the Davis - Bacon Act, the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the FTA if the FTA is a party to the contract; but if the FTA is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. § 5.5 (a) (3) (i). This information may be submitted in any form desired. Optional form WH - 347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock No. 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (a) that the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. § 5.5 (a) (3) (i) and that such information is correct and complete;
- (b) that each laborer or mechanic including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth at 29 C.F.R. Part 3;

(c) that each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

The weekly submission of a properly executed certification set forth on the reverse side of optional form WH - 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by 29 C.F.R. § 5.5 (a) (3) (ii) (B).

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. § 1001 and 31 U.S.C. § 231.

The contractor or subcontractor shall make the records required under 29 C.F.R. § 5.5 (a) (3) (i) available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or make them available, the FTA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

1.5.5 Apprentices

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

1.5.6 Trainees

Except as provided in 29 C.F.R. § 5.1.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is a apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

1.5.7 Equal Employment Opportunity

The utilization of apprentices, trainees, and journeymen under 29 C.F.R. Part 5 shall be in conformity with the Equal Employment Opportunity requirements of Executive Order No. 11246, as amended, and 29 C.F.R. Part 30.

1.5.8 Helpers

Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedure set forth in 29 C.F.R. § 5.5 (a) (1) (ii). The allowable ratio of helpers to journeymen employed by the contractor or subcontractor on the job site shall not be greater than two helpers for every three journeymen (in other words, not more than 40 percent of the total number of journeymen and helpers in each contractor's or in each subcontractor's own work force employed on the job site). Any worker not listed on a payroll at a helper wage rate, who is not a helper as defined in 29 C.F.R. § 5.2 (n) (4), shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any helper performing work on the job site in excess of the ratio permitted shall be paid not less than the applicable journeyman's (or laborer's, where appropriate) wage rate on the wage determination for the work actually performed.

1.5.9 Compliance with Copeland Act Requirements

The contractor shall comply with the requirements of 29 C.F.R. Part 3, which are incorporated herein by reference.

1.5.10 Contract Termination: Debarment

A breach of the contract clauses in 29 C.F.R. § 5.5. may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. § 5.12.

1.5.11 Compliance with Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and related acts contained in 29 C.F.R. Parts 1, 3, and 5 are incorporated herein by reference.

1.5.12 Disputes Concerning Labor Standards

Disputes arising out of the Labor Standards Provisions of this contract shall not be subject to the general disputes clauses of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

1.5.13 Certification of Eligibility

By entering into this agreement or a third party contract financed under this agreement, the contractor certifies that neither it (nor he nor she) nor any person or firm that has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a) (1).

No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12 (a) (1).

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

1.5.14 Overtime Requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborers or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

1.5.15 Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the requirements of 29 C.F.R. § 5.5 (b) (1), the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District

of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of 29 C.F.R. § 5.5 (b) (1) in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by 29 C.F.R. § 5.5 (b) (1).

1.5.16 Withholding for Unpaid Wages and Liquidated Damages

The FTA or the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth at 29 C.F.R. § 5.5 (b) (2).

1.5.17 Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Part II, Subsections 119.a(1) through (13) of this agreement and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Part II, Subsections 119.a(1) through 119.a(12) of this agreement.

1.6 INDEMNIFICATION

1.6.1 Liabilities Against the Procuring Agency

The Contractor shall indemnify, keep, and save harmless the Procuring Agency, its agents, officials, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses which may accrue against the Procuring Agency arising out of, or resulting from, the Contractor's acts or omissions, including acts or omissions of its employees, servants and agents.

1.6.2 Patent Infringement

The Procuring Agency should advise the Contractor of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against the Procuring Agency based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the Procuring Agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the Procuring Agency the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

1.7 OMISSION

Notwithstanding the provision of technical specifications, or other data by the Procuring Agency, the Contractor shall have the responsibility of supplying all parts and details required to make the rapid rolling service door complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications.

1.8 INTERCHANGEABILITY

All units and components procured under this contract, whether provided by suppliers or manufactured by the Contractor, shall be duplicates in design, manufacture and installation to assure interchangeability among service doors in this procurement. This interchangeability shall extend to the individual components as well as to their locations.

1.9 MATERIALS - RESPONSIBILITY

The Contractor shall be responsible for all materials and workmanship in the construction of the rapid door service doors whether the same are manufactured by the Contractor or purchased from suppliers.

1.10 DELAYS

1.10.1 Unavoidable Delays

If the delivery of completed service doors under this contract should be unavoidably delayed, the Contracting Officer shall extend the time for completion of the contract for the determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, and was substantial and, in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means.

1.10.2 Notification of Delay

The Contractor shall notify the Contracting Officer as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay deliveries. Within 5 days the Contractor shall confirm such notice in writing furnishing as much detail as is available.

1.10.3 Request for Extension

The Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by the Contracting Officer to make a decision on any request for extension. The Contracting

Officer shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. The Contracting Officer shall notify the Contractor of his decision in writing.

It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

1.11 RISK OF LOSS

The Procuring Agency shall assume risk of loss of the service doors on completion of the specified work, as defined in Section 1.1.7. The Contractor shall have risk of loss, including any damages sustained during the common carrier delivery, installation, and testing.

1.12 AUDIT AND INSPECTION OF RECORDS

The Contractor shall permit the authorized representative of the U.S. Department of Transportation and of the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance and its subcontracts under this contract with which Federal funds are used from the date of the contract through and until the expiration of three years after completion of the contract. This section excludes the inspection data and records required in Part III: Quality Assurance Provisions. The inspection and audit provided in this section does not include an audit of the manufacturer's cost and/or profit, with the exception of single bid or sole source situations.

1.13 TERMINATION OF CONTRACT

1.13.1 Termination for Convenience

The performance of work under this contract may be terminated by the Procuring Agency in accordance with this clause in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Procuring Agency. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall: stop work under the contract on the date and to the extent specified in the notice of termination; place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated; terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the Procuring Agency in the manner, at the times, and to the extent

directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Procuring Agency shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, which approval or ratification shall be final for all the purposes of this clause; transfer title to the Procuring Agency and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the Procuring Agency; use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Procuring Agency to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may direct; complete performance of such part of the work as shall not have been terminated by the notice of termination; and take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this contract which is in the possession of the Contractor and in which the Procuring Agency has or may acquire an interest.

Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in the current regulations governing Federal procurements.

1.13.2 Termination for Default

The Procuring Agency may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

If the contract is terminated in whole or in part for default, the Procuring Agency may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to the Procuring Agency for any excess costs for such similar supplies or services, and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if

such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by the Procuring Agency shall be at the contract price. The Procuring Agency may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Contracting Officer determines to be necessary to protect the Procuring Agency against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Procuring Agency.

The rights and remedies of the Procuring Agency provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

1.14 DISPUTES

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to FTA a written appeal. The decision of FTA's duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

This clause does not preclude consideration of questions of law in connection with decisions provided for in this clause, provided that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

1.15 COMMUNICATIONS

1.15.1 Communications in Writing

Communications in connection with this contract shall be in writing and shall be delivered personally; or by telex, telegram, twx; or by regular, registered, or certified mail addressed to the officer(s) or

employee(s) of the Procuring Agency and of the Contractor designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing.

1.15.2 Official Receipt

Communications shall be considered received at the time actually received by the addressee or designated agent.

**PORT LAWRENCE BUS SHELTER
PROJECT SAFETY AND FIRE PROTECTION PROGRAM**

SAFETY PROGRAM

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

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

Each Prime Contractor and their Subcontractors have a contractual obligation to the Lucas County Commissioners to perform their work using safe methods and to comply with this Project's Safety Program, the Occupational Safety and Health Administration (OSHA) regulations contained in 29 CFR 1926, and all other Federal, State and Local Codes and Regulations. Where this safety program is the more stringent 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.

**PORT LAWRENCE BUS SHELTER
PROJECT SAFETY AND FIRE PROTECTION PROGRAM**

C. RESPONSIBILITY

1. Prime Contractor Safety Representatives

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

The safety representative shall perform the following duties:

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

1st Violation – Verbal Warning

2nd Violation – Written warning to employee.

3rd Violation – Permanent suspension from jobsite.

* Gross disregard for safety procedures can result in immediate removal from the project site, at the discretion of the CM Site Superintendent or Site Safety Manager.

2. All Project Employees

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

**PORT LAWRENCE BUS SHELTER
PROJECT SAFETY AND FIRE PROTECTION PROGRAM**

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

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

3. Weekly Tool Box Talks

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

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

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

4. Safety Meetings

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

E. PRIME CONTRACTOR ACCIDENT REPORTING

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

**PORT LAWRENCE BUS SHELTER
PROJECT SAFETY AND FIRE PROTECTION PROGRAM**

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

F. VISITORS

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

G. BASIC PRINCIPLES OF THE PROJECT SAFETY PROGRAM

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

**PORT LAWRENCE BUS SHELTER
PROJECT SAFETY AND FIRE PROTECTION PROGRAM**

5 Fall Protection

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

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

Foot & Hand Protection

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

8. First Aid

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

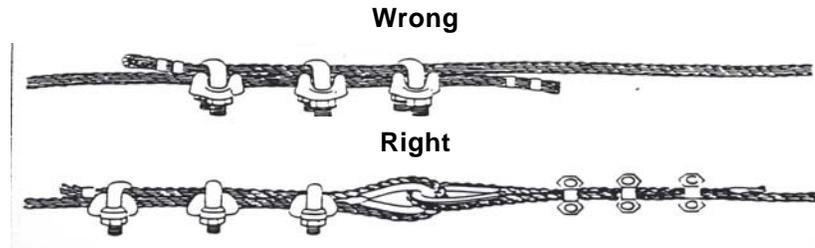
**PORT LAWRENCE BUS SHELTER
PROJECT SAFETY AND FIRE PROTECTION PROGRAM**

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.



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.

**PORT LAWRENCE BUS SHELTER
PROJECT SAFETY AND FIRE PROTECTION PROGRAM**

- 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.

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.

**PORT LAWRENCE BUS SHELTER
PROJECT SAFETY AND FIRE PROTECTION PROGRAM**

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

18. Public Isolation

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

H. TOOLS

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

1. Hand Tools

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

2. Portable Power Tools

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

**PORT LAWRENCE BUS SHELTER
PROJECT SAFETY AND FIRE PROTECTION PROGRAM**

- 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.

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

- 2. Ladders and Scaffolds

Ladders and Scaffolding must be visually inspected for defects daily

 - a. General
 - 1. Metal or aluminum ladders are not permitted.
 - 2. Do not use ladders with missing or broken rungs or split rails. Defective ladders must be removed from the job site immediately.
 - b. Straight/extension ladders
 - 1. Ladders are to be erected exercising the 4:1 ratio -- for every four feet of ladder height; the base will be placed one foot from the vertical.

**PORT LAWRENCE BUS SHELTER
PROJECT SAFETY AND FIRE PROTECTION PROGRAM**

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 Protection Program.
6. Protection Program.

c. Step Ladders

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

d. Scaffolds

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

3. Signs, Signals and Barricades

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

**PORT LAWRENCE BUS SHELTER
PROJECT SAFETY AND FIRE PROTECTION PROGRAM**

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

**PORT LAWRENCE BUS SHELTER
PROJECT SAFETY AND FIRE PROTECTION PROGRAM**

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

**PORT LAWRENCE BUS SHELTER
PROJECT SAFETY AND FIRE PROTECTION PROGRAM**

(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 than 25 (ASTM Standard E84) with no evidence of progressive combustion for at least 30 minutes.
- c. All shanties shall be located at least 10-feet from materials, which present extraordinary fire hazards.
- d. Each shanty shall have at least one 20# ABC fire extinguisher.
- e. Rubbish shall not be permitted to accumulate within an adjacent area to any shanty.
- f. No oily clothes, oily rags nor fuels shall be stored in shanties.
- g. All shanties shall be constructed in such a manner that shanty fire shall cause no damage to permanent construction and installations.

5. Fire Extinguishers

- a. Each Prime Contractor is required to place 20# A.B.C. Fire Extinguishers in their work areas per O.S.H.A. requirements.
- b. Additional fire extinguishers shall be provided by each Prime or Prime's Prime Contractor, when they are engaged in fire susceptible activities, i.e., welding and burning, heaters in use, tar kettles, storing paints and flammable liquids.
- c. Each shanty and each gang box shall have at least one 20# A.B.C. Fire Extinguisher, supplied by the Prime or his sub's contractor.
- d. All fire extinguishers shall be checked weekly for maintenance, and Prime Contractor Safety Coordinator or representative shall record status on weekly job tours.
- e. No fire extinguisher shall be moved or discharged except for fighting a fire. Anyone discharging an extinguisher as a prank, or attempting to remove one from the site, shall be subject to immediate dismissal.

6. Use of Pressured Gas Cylinders

- a. All cylinders shall be provided with safety caps. Do not accept delivery of any cylinders not capped.
- b. Cylinders shall be stored and used in a secured vertical position. Storage areas shall be well marked and located as designated by site logistic plan.
- c. All acetylene and fuel gas cylinders shall be separated from oxygen cylinders during storage by a minimum of 20 feet or by a non-combustible barrier at least 4 feet high with a fire resistant rating of at least 1/2 hour.
- d. All oxygen and acetylene cylinders in use shall be firmly secured on a special carrier intended for this purpose, with an attached fire extinguisher.
- e. All gas bottles in use shall be tied in the vertical position and capped at the end of the work day.

7. Temporary Heat

**PORT LAWRENCE BUS SHELTER
PROJECT SAFETY AND FIRE PROTECTION PROGRAM**

- a. All heating equipment shall be wired, piped and operated in accordance with all applicable Codes and Regulations.
- 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

**PORT LAWRENCE BUS SHELTER
PROJECT SAFETY AND FIRE PROTECTION PROGRAM**

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

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

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

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

Neglecting safety is neglecting job responsibilities.

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

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

Company

Representative

Date

PORT LAWRENCE BUS SHELTER

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 Port Lawrence Bus Shelter 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.

Port Lawrence Bus Shelter

BIDDER AFFIDAVIT OF COMPLIANCE

*The renovation to the Port Lawrence Bus Shelter 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 renovation of the bus shelter 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 renovation and the workforce** of the Port Lawrence Bus Shelter.*

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 _____ 2010 and acknowledges that he/she executed the foregoing document for the purpose there in contained and on behalf of said company.

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

Notary Public, State of Ohio

My commission expires:

MONTHLY EMPLOYMENT UTILIZATION REPORT

Name, Address, and Phone number of Contractor

Projection Description/Name

Reporting Period
From _____
To _____

Contract Number

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

COMPANY OFFICIAL'S SIGNATURE AND TITLE _____ DATE SIGNED _____

PAGE _____ of _____

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.: 1215-0149 Expires: 03/31/2003
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
-------------	-----------------	----------------------	-------------------------

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX		OTHER	TOTAL DEDUCTIONS	
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

**Affidavit of Compliance
Davis Bacon**

I, _____
(Name of person signing affidavit)(Title)

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

(Project name and location)

project, during the period from _____ to _____ are in
(Project Dates)

compliance with the Davis Bacon "prevailing wage" requirements.

I further certify that no rebates or deductions have been or will be made, directly or indirectly,
from any wages paid in connection with this project, other than those provided by law.

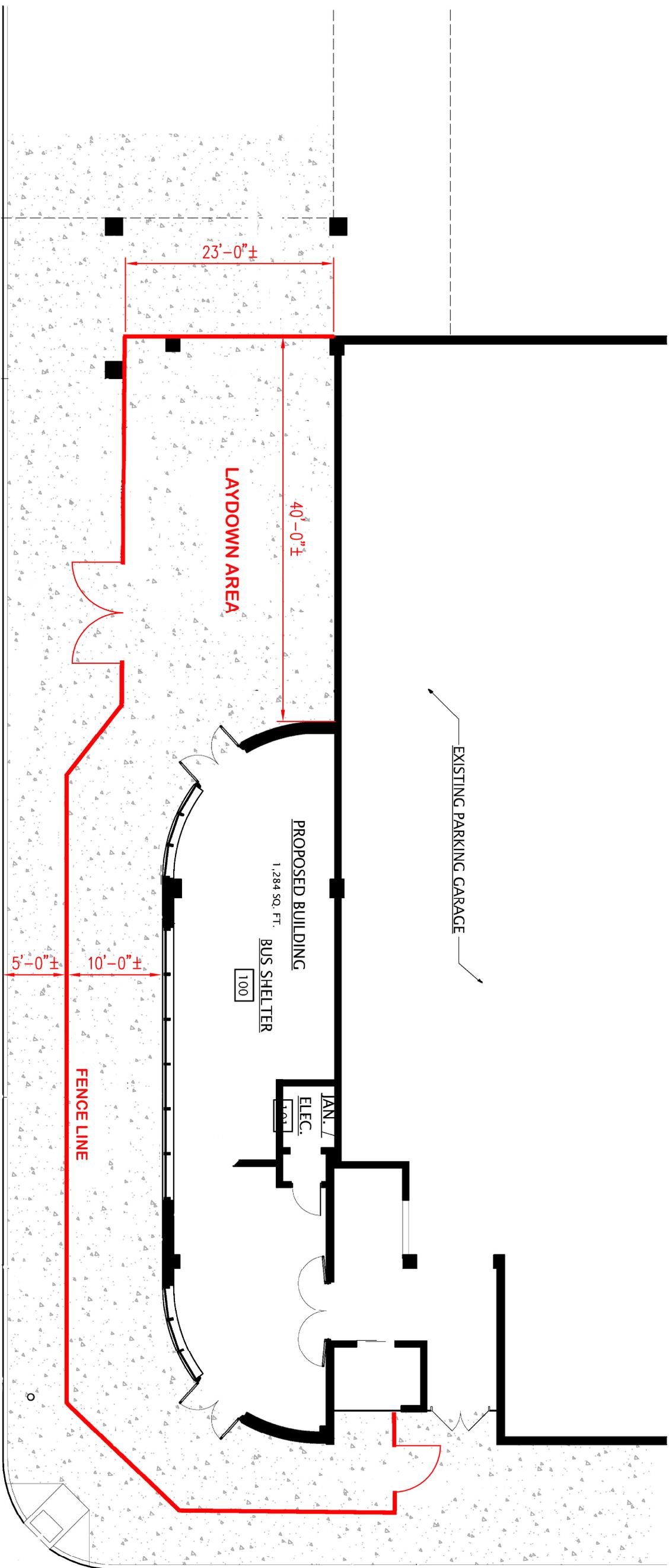
(Signature of Officer or Agent)

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

20 _____.

(Notary Public)

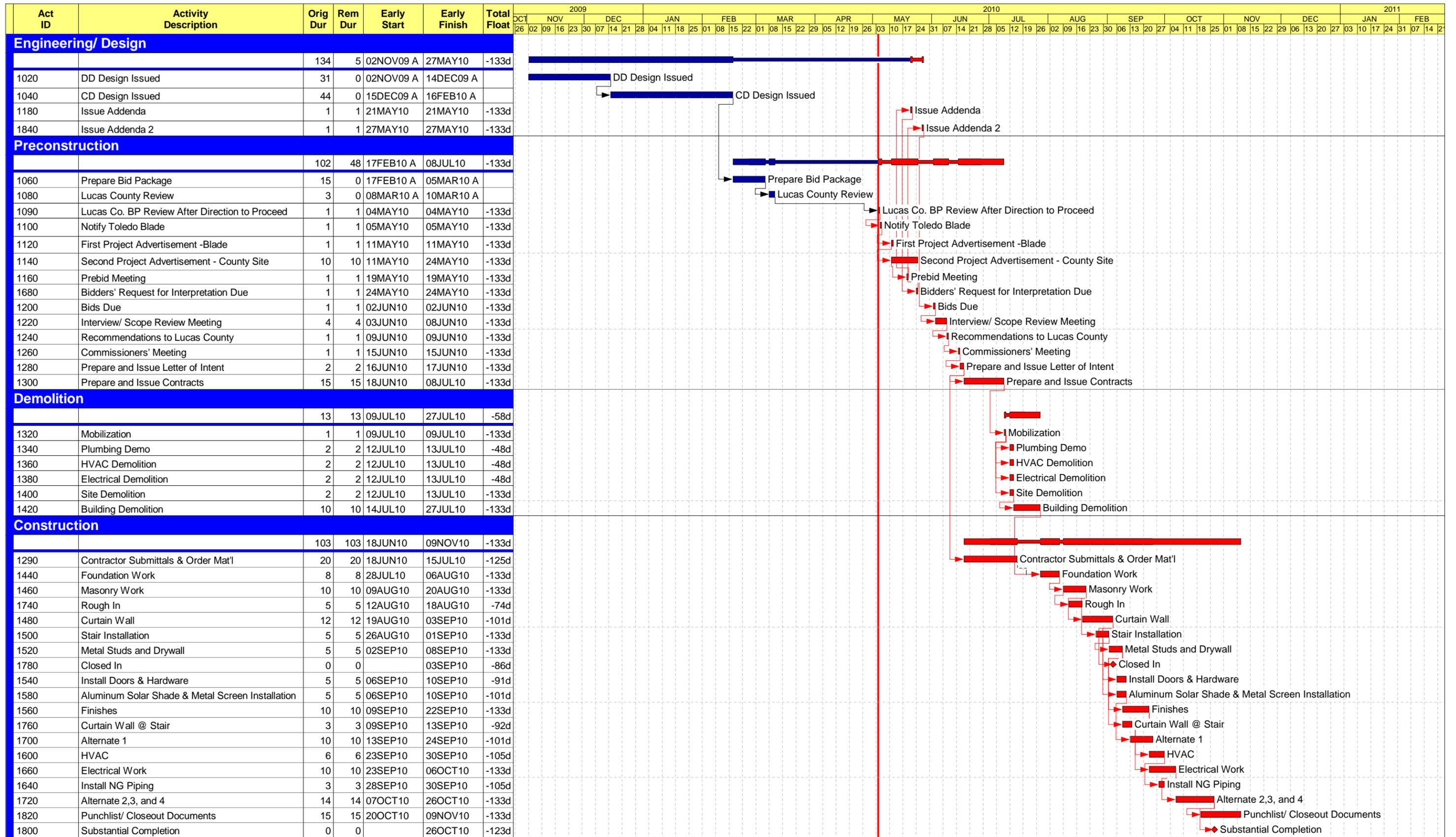
The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.



ST. CLAIR ST.

JEFFERSON AVE.

SITE LOGISTICS PLAN



Port Lawrence Bus Shelter Guideline Schedule