FINAL

CRITERIA ARCHITECT AGREEMENT

BY AND BETWEEN

THE COUNTY OF CUYAHOGA, OHIO

AND

COOPER CARRY, INC.

DATED AS OF NOVEMBER 13, 2013

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CRITERIA ARCHITECT AGREEMENT

THIS CRITERIA ARCHITECT AGREEMENT (this "Agreement") is made as of the 13th day of November, 2013 (the "Effective Date"), by and between THE COUNTY OF CUYAHOGA, OHIO, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (the "County"), and COOPER CARRY, INC., a Georgia corporation ("Criteria Architect").

ARTICLE 1
GENERAL

1.1 Defined Terms. In addition to other terms defined throughout this Agreement, as used in this Agreement, the following terms shall have the meanings set forth below:

"ADA" shall mean the Title III of the Americans with Disabilities Act and the regulations and guidelines issued thereunder by the United States Department of Justice concerning accessibility of places and public accommodation and commercial facilities.

"Adjacent Property" shall mean the land adjoining and surrounding the Site, including but not limited to the Cleveland Convention Center, Global Center for Health Innovation, the Mall B public area, and the streets, sidewalks and buildings adjoining the Site.

"Additional Services" shall mean those services as defined in Section 4.1.1 hereof.

"Agreement" shall mean this Agreement between the County and Criteria Architect, including all Exhibits attached hereto.

"Applicable Laws" or "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, without limitation, the requirements of the ADA) as of the date of this Agreement applicable to the Project or its design or construction.

"Architect-of-Record" shall mean the architect-of-record that shall prepare the Construction Drawings and Specifications pursuant to its Agreement with Design-Builder.

"Auditable Records" shall mean all accounting records for the expenditures relating to the Services provided under this Agreement and the design of the Project, including records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, equipment leases, contracts, commitments, arrangements, notes, daily diaries, reports, receipts, vouchers, and similar documents reasonably requested by the County.

"Basic Services" shall have the meaning set forth in Article 3 hereof.

"BIM" shall mean building information modeling.

"BIM Model" shall mean, collectively, the building information models incorporating the design and engineering of the Project in order to provide a digital representation of the physical and functional characteristics of the completed Project, all as more particularly described in Section 2.6 of this Agreement.

"Change Order" shall mean a written instrument signed by the County, Design-Builder, and (as applicable) Architect-of-Record, and approved by such entities as the County may request from time to time, relating to a change in the Work, GMP and/or Construction Schedule.

"City" shall mean the City of Cleveland.

"Claim" shall mean any claim, demand or assertion as a matter of right for additional compensation, a change in the any of the terms of this Agreement or a change in the scope of Services hereunder.

"Construction Cost" shall mean the total cost to the County for labor, material and equipment for the construction of all elements of the Project designed or specified by the Design Team, and shall include the cost of the Work at current market rates of labor and materials, plus the construction contingency. Construction Cost does not include compensation of Criteria Architect or other County consultants, rights-of-way costs, financing costs or County furnished furniture, fixtures or equipment.

"Construction Drawings and Specifications" shall mean the final working drawings and specifications and addenda thereto describing the size, character, design, appearance, functionality, design, construction, materials, finishes, structure and mechanical, electrical and all other systems and components of the Project.

"Construction Schedule" shall mean the construction schedule to be prepared by Design-Builder in accordance with the terms of the Design-Build Agreement.

"Consultants" shall mean all consultants and other professionals employed or retained by Criteria Architect to provide services with respect to the Project, including those firms or entities identified on Exhibit D hereto.

"Contract Documents" shall mean (a) this Agreement, (b) the General Conditions, (c) the GMP Amendment, (d) the final Construction Drawings and Specifications when approved by the County, (e) any executed Change Orders, (f) the Design-Build Agreement, (g) the Project Manual, and (h) any duly executed amendments to any of the foregoing.

"Cooperative Agreement" shall mean that certain Cooperative Agreement, by and among the Port, the County and the City relating to the development of the Project.

"County's Representative" shall mean Project Management Consultants, LLC.

"Criteria Architect" shall mean Cooper Carry, Inc.

"Criteria Architect's Representative" shall mean the person Criteria Architect designates as its representative for purposes of Project communications. At the time this Agreement is executed, Criteria Architect designates C. Robert Neal as its representative for the Project.

"Criteria Architect's Services" or "Services" shall mean those services performed by Criteria Architect, its employees, Consultants, and any other consultants engaged by Criteria Architect as set forth in this Agreement.

"Day" or "day" shall mean a calendar day.

"Design-Build Agreement" shall mean the Agreement by and between the Port (or the County as agent for the Port) and Design-Builder with respect to the Project.

"Design-Builder" shall mean the design-build firm engaged by Port (or the County as agent for the Port) to perform to construct the Project pursuant to the Design-Build Agreement.

"Design Development Documents" shall mean drawings and specifications based upon, and refining, the Program and Schematic Design Documents and illustrating the scope, relationship, forms, size, functionality and appearance of the Project by means of a combination of plans, sections, elevations, typical construction details, equipment layouts and/or specifications.

"Design Documents" shall refer to, as applicable, the Program, the Schematic Design Documents, the Design Development Documents and the GMP Documents.

"Design Schedule" shall mean the design milestone dates schedule, a preliminary version of which is attached hereto as Exhibit E.

"Design Team" shall mean, collectively, Criteria Architect, Architect-of-Record and all other consultants engaged by them or the County to contribute to the design of the Project.

"Differentiation Document" shall mean table attached hereto as Exhibit J setting forth the division of tasks and responsibilities among the various parties with respect to certain aspects of the Project.

"Final Completion" or "finally complete" shall mean the stage in the progress of the Work when the Work is completed in accordance with the Contract Documents and Design-Builder has satisfied all of its other obligations under the Contract Documents.

"Force Majeure" shall mean an act of God, fire, tornado, hurricane, named storms, flood, earthquake, explosion, war, terrorism, embargoes, civil disturbance, unusually severe weather that is abnormal and unforeseeable for the time of year in question or industry-wide labor strikes.

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

"GMP" shall mean the guaranteed maximum price for the Work provided by Design-Builder based upon the GMP Documents, as accepted and approved by the County.

"GMP Drawings and Specifications" shall mean the drawings and specifications having a level of detail that satisfies the requirements of Exhibit F hereof upon which Design-Builder's GMP will be based.

"GMP Documents" shall mean the GMP Drawings and Specifications, the Prose Statement, the GMP qualifications and assumptions, the Construction Schedule and the other documents set forth in the amendment to the Design-Build Agreement establishing the GMP.

"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, but not limited to, 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.

"Hilton Brand Standards" shall mean the 388 page document entitled "Hilton Brand Standards–United States 01 July 2013 ", a copy of which Criteria Architect has received and reviewed, setting forth, among other things, required minimum standards, procedures, rules, regulations, policies, and techniques of the Hilton full service brand system, as modified by any variances approved in writing by the Hotel Operator.

"Hotel Operator" shall mean Hilton Worldwide or its affiliated companies.

"Indemnitees" shall mean the County, Hotel Operator, the Port, and their respective officers, shareholders, public officials, affiliates, subsidiaries, parent companies, members and employees, together with the constituent partners, members and shareholders of each of the foregoing.

"Instruments of Service" shall mean all documents generated by Criteria Architect or its Consultants relating to the performance of the Services, including the designs, drawings, specifications, the BIM Model, preliminary plans, models, renderings and other documents prepared by Criteria Architect or its Consultants, whether hard copy or on electronic media.

"Key Personnel" shall mean those employees of Criteria Architect or, as the case may be, Consultants, identified on Exhibit B hereto.

"Legal Requirements" shall mean all requirements and directives set forth in Applicable Laws.

"Lender" shall mean any bank, insurance company, trust, corporation, association, firm, partnership, person, or other entity that has, directly or indirectly, loaned or agreed to lend or otherwise provide funds or credit enhancement to enable the County to build the Project.

"Master Project Schedule" shall mean a project schedule using a critical path method, prepared by Design-Builder, that identifies, coordinates and integrates the anticipated design and construction schedules, the County's responsibilities, Government Authority reviews and other activities as are necessary for the timely completion of the Project, including all preconstruction activities, design development, trade package preparation and release, building department approvals and other Project approvals.

"Port" shall mean the Cleveland-Cuyahoga County Port Authority, a body corporate and politic created pursuant to the authority of section 4582.02 of the Ohio Revised Code.

"Program" shall mean the detailed written statement developed pursuant to Section 3.3 hereof, setting forth design objectives, constraints and criteria for the Project, including, without limitation, space requirements and relationships, special equipment and systems and site requirements.

"Project" shall mean the design and construction of a convention center hotel in Downtown Cleveland, Ohio and associated work, to be located at the corner of Ontario Street and Lakeside Avenue adjacent to the Cleveland Convention Center and Global Center for Health Innovation, as described in Exhibit A hereto.

"Project Budget" shall mean the budget developed by the County setting forth the amount of Project funds allocated towards Construction Cost of the Project.

"Project Development Team" shall mean, collectively, the County (through the County's Representative), the Port, the Hotel Operator, the Design Team, Design-Builder, and other persons or entities that the County may designate from time to time.

"Prose Statement" shall mean Criteria Architect's detailed list of incomplete design elements contained in the GMP Drawings and Specifications and Criteria Architect's statement of intended scope with respect to such incomplete elements.

"Punch List" shall mean the list prepared by Design-Builder, reviewed by Criteria Architect and approved by the County, that contains minor items of incomplete Work not impacting Substantial Completion.

"Schematic Design Documents" shall mean the drawings illustrating the scale and relationship of the various Project components, which also contain square footage and volume calculations for the building interior spaces, building exterior spaces, as well as major architectural and interior finishes as further described in Section 3.5 hereof.

"Services" shall mean the Basic Services and any Additional Services provided by Criteria Architect pursuant to this Agreement.

"Site" shall mean the area of land on which the Project is to be located and described on Exhibit H.

"Standard of Care" shall mean that standard of professional care, skill, diligence and quality that prevails among professional design firms engaged in the planning, design,

construction and administration of large scale and complex projects of similar type, use, scope, function, size, quality, complexity and detail including, but not limited to, the design and construction of similar convention center hotels in major metropolitan areas in the United States.

"Subcontractor" shall mean a person or entity that has a direct contract with Design-Builder to perform any portion of the Work at the Site. The term Subcontractor includes Suppliers.

"Substantial Completion" or "substantially complete" shall mean the Work (or separable units or phases as provided in the Contract Documents) is complete in accordance with the Contract Documents, such that the Project is ready for opening to the general public for full use and enjoyment, including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work approved by the County, in its sole discretion; permanent plumbing, heating, ventilating, air conditioning, security, food service components, fire and life safety systems, vertical transportation and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; and other work performed to a similar state of essential and satisfactory completion. A minor amount of work, as determined by and at the sole discretion of the County, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, or completion or correction of minor 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 a temporary certificate of occupancy has been issued by the appropriate Governmental Authorities.

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

"VE Program" shall mean an analysis of the feasibility of alternative systems, equipment and materials to identify such alternative systems, equipment and materials of equivalent quality, and having equivalent characteristics to those specified in the Design Documents that can be fully specified, obtained and installed at a lower price without diminishing the quality or architectural design concept reflected in the Design Documents or, in the sole judgment of the County, more-desirable operating characteristics or greater functionality or any combination of these.

"Work" shall mean the labor, material, services, equipment and all other items Design-Builder provides in connection with the Project, as further described in the Contract Documents.

1.2 Other Terms. Unless otherwise defined herein, terms in this Agreement shall have the same meaning as those in the General Conditions and words that have well-known technical or construction industry meanings are used in this Agreement with such recognized meanings.

1.3 Context. As the context may require, defined terms in the singular shall include the plural (and vice versa) and the use of feminine, masculine or neuter pronouns shall each include the 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".

1.4 Calculation of Time. Unless otherwise stated, all references to "day" or "days" shall mean calendar days. If any time period set forth in this Agreement expires on other than a business day, such period shall be extended to and through the next succeeding business day.

ARTICLE 2
CRITERIA ARCHITECT'S RESPONSIBILITIES

2.1 Project Overview; Relationship with the Port.

2.1.1 Pursuant to the Cooperative Agreement, it is anticipated that the Port will authorize the County to oversee the planning, design and construction of the Project and will appoint the County as its agent with power to act in all matters relating to the Project, this Agreement and the other Contract Documents. The County is engaging Criteria Architect to provide design and technical services for the Project in accordance with this Agreement.

2.1.2 It is anticipated that, pursuant to the Cooperative Agreement: (a) the Port shall obtain a real property interest in the Site and the Project, (b) the County shall assign its interest in this Agreement and the other Contract Documents to the Port, and (c) the Port shall appoint the County as its agent with power to act in all matters relating to this Agreement and the other Contract Documents. Criteria Architect consents to the foregoing and shall execute and deliver to the Port further written confirmation thereof as the Port may request, including, without limitation, execution of an Assignment in a format substantially similar to the Assignment attached hereto as Exhibit K, and any other amendments, modifications or certifications consistent with this Agreement that are reasonable and customary for similar projects by the Port.

2.2 Coordination. Criteria Architect shall coordinate its Services with the other members of the Project Development Team. The County may from time to time designate in writing other persons or entities as being part of the Project Development Team. In addition, Criteria Architect shall provide such assistance as the County may reasonably request in connection with obtaining financing for the Project. Criteria Architect agrees that it will make available to the County and its Lenders information relating to the Project as any Lenders or bond trustees may reasonably request. Criteria Architect shall furnish such consents to assignments and certifications consistent with this Agreement addressed to the County, its Lenders and any bond trustees, as may be reasonably requested.

2.3 Standard of Care. Notwithstanding anything herein to the contrary, Criteria Architect's Services shall be performed in accordance with, and judged against, the Standard of Care.

Criteria Architect shall be aware of and advise the County as to the technological "state of the art" options for convention center hotels and shall advise the County of changes or advancements in such "state of the art" options throughout the Project. Criteria Architect shall actively advise the County from time to time as to systems or components of the Project that are not, in Criteria Architect's opinion, "state of the art." The term "state of the art" shall mean current design trends and anticipated technological developments that are generally available within the Project time frame. Criteria Architect shall clearly identify, in writing, viable options for required decisions of the County and, in connection therewith, Criteria Architect shall recommend to the County Criteria Architect's opinion of the best applications for the Project, stating, in writing, the basis for those opinions.

2.4 Legal Requirements and Performance of Services. Criteria Architect represents that the Design Documents, when completed, shall be in compliance with the Hilton Brand Standards and all Legal Requirements to the extent required by the Standard of Care.

2.5 Time; Design Schedule.

2.5.1 Time is of the essence in the performance of Criteria Architect's Services under this Agreement. Criteria Architect acknowledges the crucial aspect of timely completion of the Project, and represents that its Services shall be performed as expeditiously as possible consistent with the Standard of Care, the Master Project Schedule and the Design Schedule. Criteria Architect shall be liable for increases in costs of labor and material the County reasonably incurs as a result of Criteria Architect's negligent or willful failure to comply with any agreed-upon completion dates for the Services. Criteria Architect shall not be deemed in default of this Agreement or liable for increases in cost of labor or materials to the extent that any delays or failure in the performance of its obligations result from any causes beyond Criteria Architect's reasonable control and without its negligence.

2.5.2 Within fourteen (14) days after the Effective Date, Criteria Architect shall prepare for the County's review and approval, the final Design Schedule. In preparing the final Design Schedule, Criteria Architect shall provide sufficient time for the review and approval of the Design Documents by the County and, as applicable, by Governmental Authorities and the Hotel Operator, so as to enable completion of such review and approval by the dates set forth in the Design Schedule. Time limits established by the Design Schedule shall not be exceeded by Criteria Architect unless caused by events of Force Majeure or the acts or omissions of the County, Design-Builder or other third parties whose actions are outside of Criteria Architect's reasonable control.

2.5.3 Criteria Architect shall review and assist Design-Builder in the preparation of the Master Project Schedule, and shall promptly contribute information concerning Criteria Architect's planned activities. Criteria Architect shall at all times coordinate its activities under this Agreement with the Master Project Schedule.

2.6 Building Information Modeling.

2.6.1 The County, Design Builder, Criteria Architect and Architect-of-Record will use BIM in connection with the design, engineering and construction of the Project. The County, Design

Builder, Criteria Architect and Architect-of-Record shall meet and establish written protocols governing the BIM Model, which shall include among other things file formats, expected levels of development, authorized uses and assignment of responsibility among the County, Design Builder, Criteria Architect and Architect-of-Record and other parties that are expected to develop content for the BIM Model.

2.6.2 Criteria Architect shall create the BIM Model. Design-Builder shall be responsible for the management and development of the BIM Model. On or before November 1, 2013, the County, Design Builder, Criteria Architect and Architect-of-Record shall enter into a BIM implementation plan that will incorporate terms and conditions substantially similar to those set forth in AIA Document E202 (2008 Edition)(the "BIM Implementation Plan"). The parties shall incorporate the BIM Implementation Plan by reference into their agreements with each of the their respective consultants or contractors who will be participating in the development of any part of the BIM Model or who may be using the BIM Model in connection with services they are providing as part of the Project.

2.7 Criteria Architect's Personnel; Nondiscrimination.

2.7.1 Criteria Architect shall employ a sufficient number of employees, personnel and/or Consultants to perform Criteria Architect's duties to the County pursuant to the Design Schedule. The Key Personnel listed on Exhibit B shall not be changed without the prior written consent of the County. If any person listed as Key Personnel leaves the employment of Criteria Architect, then the County shall have the reasonable right to approve the proposed replacement for that individual. If requested by the County, Criteria Architect shall promptly replace any employee that the County, in its reasonable judgment, determines is not performing satisfactorily. In addition, Criteria Architect shall promptly replace any agent or Consultant of Criteria Architect to which the County objects.

2.7.2 Criteria Architect shall (a) not discriminate against any employee or applicant for employment on any basis prohibited by law, (b) provide equal opportunity in all employment practices, (c) comply with all other Applicable Laws regarding contracting, hiring and employment, and (d) permit the County (and any agencies or representatives thereof) to timely monitor and review compliance with the equal opportunity provisions contained herein. In the hiring of employees for the performance of Services, Criteria Architect, its Consultants and any person acting on behalf of Criteria Architect or a Consultant shall not, by reason of race, religion, national origin, ancestry, age, sex, disability, sexual orientation, veteran status, or color, (a) discriminate against any citizen in the employment of labor or workers who are qualified and available to perform the Services to which the employment relates or (b) discriminate against or intimidate any employee hired for the performance of any of the Services hereunder on account of race, religion, national origin, ancestry, age, sex, sexual orientation, disability, veteran status or color.

2.8 Equal Opportunity, SBE requirements, Covenant of Non-Discrimination and Vendor Compliance. Criteria Architect and the County hereby acknowledge that the Equal Opportunity, SBE requirements, Covenant of Non-Discrimination and Vendor Compliance forms that were included in Criteria Architect's response to the County's Request for Proposals for Professional Design Services, No. 27969, are hereby incorporated into this Agreement and are made a part

hereof, and Criteria Architect represents and warrants that the statements contained in those documents are and continue to be true and accurate.

2.9 Criteria Architect's Consultants.

2.9.1 Criteria Architect may, subject in each instance to the prior written approval of the County, enter into written agreements with such consultants as Criteria Architect deems necessary or appropriate in order to assist Criteria Architect in providing its Services. The County hereby approves the Consultants listed in Exhibit D. The Consultants listed on Exhibit D shall not be changed without the prior written consent of the County.

2.9.2 Criteria Architect represents, covenants and agrees that, to the extent required by Applicable Law, persons employed by Criteria Architect or Consultants to perform professional architectural and engineering services for the Project shall be duly licensed to practice in the State of Ohio, and that Criteria Architect holds all required corporate certificates and licenses necessary to perform architectural services in such corporate capacity. All Consultants employed by Criteria Architect shall be reputable, qualified firms or individuals with an established record of successful performance in their respective fields and licensed.

2.9.3 In general, communications by and with the Consultants shall be through Criteria Architect, but it is expressly understood that the County and the County's Representative may, at any time, directly communicate with, although not direct the work of, any of Criteria Architect's employees, Consultants, or the employees of any Consultants. The County shall not have, nor be deemed to have, any direct contractual relationship with any Consultant, and shall not be obligated to pay, nor be liable for the nonpayment of, the fees, costs, and expenses of any such Consultant; all such fees, costs, and expenses being the obligation of Criteria Architect.

2.9.4 Each of the Consultants shall be bound by the terms of this Agreement and shall assume toward Criteria Architect all of the obligations and responsibilities that Criteria Architect by the terms of this Agreement assumes toward the County. Criteria Architect acknowledges that Criteria Architect shall be fully responsible to the County for all actions or inactions of the Consultants and their employees.

2.10 Consultants Potential Services to Design-Builder. It is anticipated that following the completion of the GMP Documents some or all of Criteria Architect's Consultants shall be engaged by Design-Builder or Architect-of-Record, and that such Consultants shall enter into separate agreements with for the performance of services in connection with the development of the Construction Drawings and Specifications. Criteria Architect shall clearly delineate in its agreements with such Consultants that they shall not commence any services for Design-Builder or Architect-of-Record until they have completed their services with Criteria Architect.

2.11 Project Partnering. Criteria Architect shall participate in multiple project facilitation processes involving members of the Project Development Team. The project facilitation process shall be developed by the County, and each participant shall bear its own cost and expense of attendance. The County shall pay the costs of the facilitator and any rental for the facility where the partnering session will be held.

2.12 County's Ethical Standards. The County has adopted ethical standards that govern contractors and service providers doing business with the County. Those standards are available at: http://council.cuyahogacounty.us/. The County shall have the right to terminate this Agreement if Criteria Architect engages in any of the acts that would permit termination of a contractor or service provider under such ethical standards.

2.13 Conflict of Interest. Criteria Architect covenants that no prior or present services Criteria Architect or any Consultant provided to third parties conflicts with the interests of the County, Hotel Operator, the City or the Port in a manner that would adversely affect the Project or its development, except as shall have been expressly disclosed in writing to, and consented by, the County prior to the execution of this Agreement. Criteria Architect shall promptly notify the County of any potential conflict that may arise during the course of Criteria Architect's Services.

2.14 Confidentiality. Criteria Architect acknowledges that certain valuable, confidential, and proprietary information of the Project Development Team may come into Criteria Architect's possession. Accordingly, Criteria Architect agrees to hold in strictest confidence all information it obtains from or about the Project Development Team and their respective affiliates and parent companies (whether obtained directly from the such parties or through any agent, employee or consultant of a member of the Project Development Team), not to use such information other than for the performance of the Services, and to cause all of its employees and Consultants to whom such information is transmitted to be bound to the same obligation of confidentiality to which Criteria Architect is bound. Criteria Architect shall not communicate the information of the Project Development Team in any form to any third party without the County's prior written consent. In the event of any violation of this provision, the applicable member of the Project Development Team shall be entitled to preliminary and injunctive relief, without the necessity of showing irreparable harm, as well as to an equitable accounting of all profits or benefits arising out of such violation, which remedy shall be in an addition to any other rights or remedies to which such party may be entitled. The provisions of this Section 2.14 shall survive the termination of this Agreement. Confidential information does not include any information that: (a) was at the time of disclosure, or thereafter became, part of the public domain through no act or omission of the recipient; (b) became available to the recipient from a third party who did not acquire such information under an obligation of confidentiality either directly or indirectly from the disclosing party; or (c) is, in the opinion of the recipient's outside legal counsel, required to

be disclosed by law; provided, however, the applicable member of the Project Development Team shall be given prior written notification of recipient's intent to so disclose any such proprietary information.

2.15 Communications with Media. Criteria Architect shall coordinate with the County regarding communications with any person affiliated with any print or broadcast media related to the Project. In any approved press releases or marketing materials, Criteria Architect shall refer to itself as the "Design Architect" for the Project. Criteria Architect shall be responsible for compliance with the terms of this Section 2.15 by its officers, directors, and employees. Criteria Architect shall require compliance with the terms of this Section 2.15 by its Consultants and their officers, directors, employees and subconsultants in Criteria Architect's agreements with such parties. Upon completion of the Project, Criteria Architect shall have the right to include photographic and artistic representations of the design of the Project among Criteria Architect's promotional and professional materials without prior written consent from the County.

2.16 Limitation of Authority. Criteria Architect shall not have any authority to bind the County for the payment of any costs or expenses without the express prior written approval of the County. Criteria Architect shall have authority to act on behalf of the County only to the extent provided herein.

ARTICLE 3
SCOPE OF CRITERIA ARCHITECT'S BASIC SERVICES

3.1 Basic Services – General.

3.1.1 Criteria Architect's "Basic Services" consist of the following: (a) those services described in Article 2 and this Article 3, (b) the services identified in the Differentiation Document as being the responsibility of Criteria Architect or its Consultants, as the case may be, and (c) any other services identified in this Agreement as part of the Basic Services, including those set forth in Exhibit I attached hereto.

3.1.2 Criteria Architect shall, during each phase of design referenced in this Article 3, submit to the County and such other members of the Project Development Team "in process" plans, specifications and other documents, and shall meet with the County and Design-Builder to enable Design-Builder to perform cost estimating, value engineering, constructability review and scheduling functions. Criteria Architect shall also meet, as necessary, with the County, Hotel Operator, Port and City officials, neighborhood groups, and other Project stakeholders as required by the County.

3.1.3 In performing all aspects of its Services, Criteria Architect shall observe the following procedures as are reasonably required for projects for similar size, scope and complexity as the Project:

3.1.3.1 Provide timely printed notes of all meetings between Criteria Architect and other members of the Project Development Team during the design phases.

3.1.3.2 Meet with, and make presentations to, individuals, committees, area planning agencies, local, state and federal agencies and other entities having jurisdiction over, or

otherwise having an interest in, the Project, all as may be reasonably required by the County.

3.1.3.3 Submit, in a timely fashion, to the County or the Project Development Team members all documentation, as reasonably required by the County or the Project Development Team, as applicable.

3.1.3.4 Obtain the County's approval of all design concepts.

3.1.3.5 Provide typed, printed and electronic copies of all Design Documents and communications to the County at all stages of design.

3.1.3.6 Include the County in all communications regarding Project-related information, whether written, graphic or oral, between or among Criteria Architect, Consultants and Design-Builder.

3.1.4 Criteria Architect shall provide the following services in accordance with the Standard of Care during all Project phases to the extent reasonably required for projects of similar size, scope and complexity as the Project:

3.1.4.1 Furnish to the County, and any other individuals or entities the County identifies, and present all architectural and engineering data necessary for review and approval of applications to any Governmental Authority, insurance companies, financial consultants or counsel.

3.1.4.2 Coordinate and hold meetings during each phase of the Project with the Project Development Team and any other individuals the County identifies as reasonably required by the County or this Agreement.

3.1.4.3 Prepare graphic and narrative materials necessary for presentation to the County, governmental agencies and community groups.

3.1.4.4 Prepare any and all models, computer aided design renderings and graphics in 2-D and 3-D format as may be necessary for the Project Development Team's understanding of the design concepts being advanced by Criteria Architect.

3.1.4.5 Prepare six (6) high-quality, special-purpose renderings to be used by the County for purposes of marketing the Project. The content and style of these renderings are to be approved by the County and Hotel Operator. These six (6) renderings are in addition to the design renderings and graphics required for design communication in clause 3.1.4.4 above.

3.1.4.6 Interpret applicable ADA requirements and advise the County, Hotel Operator and any ADA facilities consultants in this regard.

3.1.5 Criteria Architect shall not be responsible for directives or substitutions made by the County, Design-Builder or Architect-of-Record without Criteria Architect's written approval.

3.1.6 Criteria Architect shall not have control over, charge of, responsibility for the services provided by Design-Builder or Architect-of-Record, nor shall Criteria Architect be responsible for Design-Builder's or Architect-of-Record's failure to perform the services in accordance with the requirements of the agreement between the County and Design-Builder.

3.2 Construction Cost.

3.2.1 Criteria Architect acknowledges that the Project Budget may be revised from time to time, at the County's sole discretion. Criteria Architect understands and agrees that the Project Budget designates a fixed limit of Construction Cost available for the Project. As such, Criteria Architect shall perform all of its Services so that the Construction Cost shall comply with the Project Budget, and shall prepare Design Documents in accordance with the constraints of the Project Budget. If the Project Budget is exceeded because of Criteria Architect's failure to comply with the information furnished by the County or Design-Builder, then Criteria Architect shall modify the Design Documents, with the approval of the County, at Criteria Architect's expense as necessary to comply with the Project Budget. If, however, due to a significant increase or decrease in the Project Budget by the County, there is a material increase or decrease in Criteria Architect's scope of Services, then either the County or Criteria Architect shall be entitled to an equitable adjustment to Criteria Architect's compensation hereunder to reflect the actual increase or decrease in the scope of Services.

3.2.2 Any review by Criteria Architect of Design-Builder's estimate of Construction Cost represents Criteria Architect's judgment as a design professional. It is recognized that Criteria Architect does not have control over the cost of labor, materials or equipment, over Design-Builder's methods of determining prices, or over competitive bidding, market or negotiating conditions. Accordingly, Criteria Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's budget for the Construction Cost or from any estimate of Construction Cost or evaluation prepared by the County or Design-Builder or agreed to by Criteria Architect.

3.3 Programming. Criteria Architect shall work closely with the Project Development Team throughout the planning and programming process so that the Project meets the County's and the Hilton Brand Standards within the Project Budget and in accordance with the timing set forth in the Master Project Schedule. Programming services consist of working with the County to establish and document the following detailed requirements for the Project: (a) design objectives, limitation and criteria; (b) development of initial approximate gross facility areas and space requirements; (c) identify relationship between the hotel and existing buildings (including the Cleveland Convention Center and Global Center for Health Innovation), streets and surrounding area, including parking, automobile access, other modes of transportation, general landscaping, and pedestrian access; (d) identify requirements with respect to access, security, storage and utilities; (e) consider impacts of major requirements or constraints, such as Applicable Laws and zoning criteria, as well as any requirements that may be asserted or imposed by the Hotel Operator or any agencies having jurisdiction over the Project, the Site or any of the accessways leading to or from the Site; (f) identify special equipment and systems; and (g) establish a methodology to obtain necessary information from the County, other members of the Project Development Team and other Project stakeholders. Based on the foregoing, Criteria Architect shall prepare and deliver to the County, for the County's approval,

the Program, together with supporting documentation that defines the Program requirements and establishes the design objectives, constraints and other criteria for the Project.

3.4 VE Program. Criteria Architect shall participate in the VE Program to be developed by Design-Builder to provide alternate solutions, systems, materials and/or techniques to achieve Project requirements. The VE Program shall encompass all major facility elements and will consist of such sessions as are necessary from time to time based on the phase of completion of the Design Documents. Throughout each Project phase, Criteria Architect shall, in conjunction with Design-Builder, provide alternative design solutions regarding major design features to allow the County to ascertain that the recommended design achieves a desirable and practical programmatic and economic solution within the limitations of the approved Project Budget.

3.5 Schematic Design Phase Services.

3.5.1 Based upon the Project requirements set forth in the Program and the Project Budget, Criteria Architect shall prepare, for approval by the County, and review by Hotel Operator and Design-Builder, Schematic Design Documents consisting of drawings, presentation models and other appropriate documents illustrating the scale and relationship of Project and Site components. Such documents shall also contain accurate square footage calculations for the building interior spaces, building exterior spaces including plazas, balconies and other similar components, including elevations of the Project, and preliminary sections through the Project and Site as well as the major architectural and interior finishes. The Schematic Design Documents shall address the elements, components and systems of the Project. As a part of the Schematic Design Documents, each of Criteria Architect's specialty Consultants shall provide written statements describing the systems that they believe are appropriate for the Project, in the specific context of the Schematic Design Documents. The Schematic Design Documents shall be timely submitted to the County and Hotel Operator for review and approval in accordance with the Design Schedule.

3.5.2 Criteria Architect shall review, evaluate and discuss with the County and Design-Builder the estimate of Construction Cost prepared by Design-Builder at the completion of Schematic Design Phase. If the estimate of Construction Cost exceeds the amount allocated in the Project Budget, Criteria Architect shall review with the County and the Project Development Team the scope and quality of the Project so that the estimate of Construction Cost is within the Project Budget. Criteria Architect shall make appropriate revisions to the Schematic Design Documents without additional fee to the County. Criteria Architect, after review of the estimate of Construction Cost, shall also advise the County of any Project scope items that, in Criteria Architect's judgment, may have been in error or omitted from the estimate of Construction Cost prepared by Design-Builder. Criteria Architect will participate in the VE Program during the Schematic Design Phase and incorporate changes in the Schematic Documents that have been approved by the County. Upon conclusion of Criteria Architect's review of the estimate of Construction Cost to be prepared by the Design-Builder, Criteria Architect shall provide the County with a written evaluation of the estimate of Construction Cost. As a part of its evaluation, Criteria Architect shall affirm in writing that, based on the Criteria Architect's professional judgment, the proposed changes arising from the VE Program are appropriate and will comply with the Hilton Brand Standards, Legal Requirements and the Program. Criteria

Architect shall only make revisions to the Work characterized by the Schematic Design Documents with the County's written consent.

3.6 Design Development.

3.6.1 Criteria Architect will not commence work on the Design Development Documents until the County has approved the Schematic Design Documents and there has been a reconciliation between the most recent estimate of Construction Cost and the Project Budget. Based on approved Schematic Design Documents and any adjustments authorized by the County in the scope or quality of the Project or the Project Budget, Criteria Architect will prepare the Design Development Documents. The Design Development Documents shall consist of all necessary design criteria, drawings, outline specifications, presentation models and other documents that establish and describe the size and character of the entire Project. The Design Development Documents shall include typical dimensions, construction details, equipment layouts and specifications that identify materials and systems for a project of the scope, size and complexity of this Project. During the Design Development Phase, Criteria Architect shall provide the Services and shall develop and prepare design development floor plans, elevations, enlarged floor plans and miscellaneous details for presentation to the County. The Design Development Documents shall be submitted to the County for review and approval in accordance with the Design Schedule.

3.6.2 Criteria Architect's design responsibility shall include all areas within the boundary of the Site. In providing Basic Services hereunder, Criteria Architect shall be required to analyze all known and observable aspects of the Site and Adjacent Property, and their existing utility systems and other infrastructure to enable Criteria Architect to advise the County whether or not the Program contemplated by the County may be constructed and operated as contemplated by the County.

3.6.3 During the preparation of the Design Development Documents, the County, Criteria Architect, Architect-of-Record, Design-Builder and, if requested by the County, Hotel Operator shall meet bi-weekly (or as may otherwise be required) and Criteria Architect shall, at such meetings, notify the County and Design-Builder of any material modifications in quantities or qualities from the documents previously issued by Criteria Architect. During the Design Development Phase, Criteria Architect, Design-Builder and the County shall actively coordinate their efforts and cooperate with each other.

3.6.4 Criteria Architect shall review, evaluate and discuss with the County and Design-Builder the estimate of Construction Cost prepared by Design-Builder at approximately 50% completion of the Design Development Documents. As part of such review, Criteria Architect will evaluate whether Design-Builder's assumptions and take-offs are reasonable, whether materials and systems were estimated in accordance with design intent and whether labor and unit pricing on elements of the Project are consistent with Criteria Architect's knowledge based on projects similar in scope, size and complexity. Criteria Architect shall participate in the VE Program during the Design Development Phase. Any revisions to the Design Development Documents shall be without additional fee to the County. Upon the conclusion of Criteria Architect's review process as described herein, Criteria Architect shall provide to the County a written evaluation of the estimate of Construction Cost. As a part of its

evaluation, Criteria Architect shall affirm in writing that based on the Criteria Architect's professional judgment the proposed changes arising from the VE Program are appropriate and will comply with the Hilton Brand Standards, Legal Requirements and the Program. Criteria Architect shall only make revisions to the Work characterized by the Design Development Documents with the County's written consent.

3.7 GMP Drawings and Specifications.

3.7.2 The attached Exhibit F, prepared by Criteria Architect and Design-Builder, describes the detailed content of the GMP Drawings and Specifications. The GMP Drawings and Specifications shall take into account the Applicable Laws and shall meet the level of detail set forth in Exhibit F. During the preparation of the GMP Drawings and Specifications, Criteria Architect shall meet, at intervals agreed to by the parties hereto, with the County and Design-Builder and notify the County and Design-Builder of any material modifications in quantities or qualities from the documents previously issued by Criteria Architect. Criteria Architect shall maintain a current list of all Program quantities in a spreadsheet format acceptable to the County.

3.7.3 Criteria Architect shall incorporate a requirement within the GMP Drawings and Specifications that any and all Subcontractors accurately and completely mark the working drawings, the large - and full-scale detail drawings, and the specifications to show field changes thereon and to describe in detail any deviation so as to evidence the "as-built" construction of the Project. The GMP Drawings and Specifications shall require that such documents be provided in an electronic format acceptable to the County.

3.7.4 Criteria Architect shall assist the County and Design-Builder in developing a construction testing verification program that includes the testing and inspection required for the Project by Applicable Laws. Criteria Architect shall cooperate in the County's execution of any such program. At the end of the GMP Drawings and Specifications Phase, Criteria Architect shall prepare a schedule containing a listing of testing, inspections, mock-ups and/or models, samples and submittals called for by the GMP Documents and shall submit this listing to the County in a spreadsheet format. Each line item in the listing shall include a specific reference to the specification section number and/or drawing sheet number on which the requirement is stated and shall clearly indicate whether or not a "special inspection" is required under any applicable Legal Requirements. Each line item in the list shall specify the party responsible for the test, inspection, submittal, mock-up or model required.

3.8 GMP Development. On or before the date set forth in the Master Project Schedule, based on the approved GMP Drawings and Specifications and the Prose Statement, Design-Builder shall submit to the County and Criteria Architect its proposed GMP and its qualifications and assumptions. Within fourteen (14) days after the County receives the proposed GMP and GMP qualifications and assumptions, Design-Builder, the County and Criteria Architect (along with Criteria Architect's Consultants) shall meet to reconcile any questions, discrepancies or disagreements relating to the scope of work reflected in the GMP proposal, the GMP qualifications and assumptions, the GMP Drawings and Specifications or the Prose Statement. The reconciliation shall be documented by an addendum to the GMP qualifications and assumptions that shall be approved in writing by the County, Criteria Architect and

Design-Builder. Criteria Architect shall separately confirm in writing to the County that, based on Criteria Architect's professional judgment, Design-Builder's qualifications and assumptions are consistent with the GMP Drawings and Specifications. Within seven (7) days after the parties approve the addendum (if any), Design-Builder shall submit to the County, for the County's approval, Design-Builder's proposed final GMP based upon the GMP Drawings and Specifications, the approved GMP qualifications and assumptions and the Prose Statement. The foregoing documents will be signed by the County, Design-Builder and Criteria Architect and shall constitute the GMP Documents.

3.9 Construction Documents Phase. Subsequent to the approval of the final GMP by the County and based upon the approved GMP Documents, Design-Builder shall, through Architect-of-Record, prepare and deliver the Construction Drawings and Specifications to the County for approval. Criteria Architect shall, as requested by the County, review and provide comments to the 30%, 60% and 90% complete Construction Drawings and Specifications to (a) confirm that the Construction Drawings and Specifications conform to the design intent set forth in the GMP Drawings and Specifications, (b) incorporate the agreed upon qualifications and assumptions contained in the GMP Documents, and (c) set forth in customary detail the requirements for construction of the Project.

3.10 Construction Phase – Administration of the Construction Contract.

3.10.1 Administration. Criteria Architect shall review and evaluate all revisions in Construction Drawings and Specifications prepared by Design-Builder, through Architect-of-Record, and the other design consultants engaged by Design-Builder or by the County.

3.10.2 Punch List. Criteria Architect shall assist Architect-of-Record in evaluating and, as applicable, supplementing the Punch List prepared by Design-Builder for each Project phase; provided, however, Criteria Architect will not be required to create a Punch List or to be responsible for inspecting any of the completed Work.

3.10.3 Site Visits. Criteria Architect shall visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. Prompt written notice shall be given by Criteria Architect to the County if Criteria Architect becomes aware of any fault or defect in the Work or nonconformance with the Contract Documents.

3.10.4 Services of Design-Builder. Criteria Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and program in connection with the Work since these are solely Design-Builder's responsibility under the Design-Build Agreement.

3.10.5 Access to Work. Criteria Architect shall at all times have reasonable access to the Work.

3.10.6 Submittals. A list of Design-Builder's selected submittals, such as shop drawings, product data and samples that Criteria Architect is required to review, shall be submitted in writing by Design-Builder to the County for the County's and Criteria Architect's review and

approval no later than by the completion of the Design Development Documents. During the Contract Administration phase, Criteria Architect shall review and approve or take other appropriate action upon Design-Builder's submittals as so specified on such approved list, but Criteria Architect's approval shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

3.10.7 Requests for Information. If requested by the County, Criteria Architect shall review Design-Builder's Requests for Information ("Requests") regarding Criteria Architect's design intent. Criteria Architect's review of Requests shall be completed in a timely manner so as not to delay the final design or construction process. If Criteria Architect believes such review shall take longer than seven (7) days from Criteria Architect's receipt thereof, then Criteria Architect shall advise the County and Design-Builder of any instances wherein Criteria Architect's review of a Request may extend beyond the time period stated above, and Criteria Architect may request additional time for review. Criteria Architect's review of Requests shall be to determine whether the Request conforms to Criteria Architect's design intent and shall not include a review of construction means, methods, techniques, sequences, procedures or safety issues.

3.10.8 Change Orders. Criteria Architect shall assist the County in the preparation of Change Orders.

ARTICLE 4
ADDITIONAL SERVICES

4.1 General.

4.1.1 If Criteria Architect considers any request or direction of the County to be outside the scope of Basic Services, then Criteria Architect shall notify the County in writing within five (5) business days of receipt of such request or direction. Criteria Architect shall not request, or be entitled to receive, payment for extra or additional services ("Additional Services"), whether performed by Criteria Architect or its Consultants, unless Criteria Architect obtains the County's prior written acknowledgment that a service is an Additional Service and directing Criteria Architect to proceed therewith. If Criteria Architect performs, or authorizes any of its Consultants to perform, services without the County's written authorization, then such services shall be deemed to be part of Basic Services and Criteria Architect waives any right to payment for such services other than its right to payment for Basic Services under Article 10 hereof.

4.1.2 Unless the County directs otherwise, Criteria Architect, shall perform all Additional Services at the rates stated in Exhibit C, Criteria Architect's Standard Billing Rates, plus its reasonable, out-of-pocket expenses (at cost and without markup) incurred in providing such Additional Services. If such Services are provided by Consultants, then Criteria Architect shall be reimbursed at the cost charged by such Consultant (so long as it is first approved in writing by the County). The County and Criteria Architect may agree on a fixed or maximum fee for any item of Additional Services.

4.1.3 Criteria Architect shall perform all Additional Services the County requests in writing. If any dispute arises between Criteria Architect and the County concerning the maximum fee for, or other issue concerning, such Additional Services, Criteria Architect shall, nevertheless,

diligently and timely perform such services, and the disputed issue shall be resolved pursuant to the dispute resolution procedures of this Agreement. Notwithstanding the foregoing, the County shall continue to pay in a timely manner all undisputed payment amounts.

4.2 Additional Services. The services listed below shall be included in Basic Services only if performed as a result of a negligent act or omission of Criteria Architect or due to Criteria Architect's breach of its obligations under this Agreement; otherwise, the services listed below are not part of Basic Services and shall be paid for by the County as provided in this Agreement in addition to the compensation for Basic Services:

4.2.1 Providing special consultation concerning replacement of Work significantly damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

4.2.2 Preparing revisions to Design Documents necessitated by a change in Applicable Laws after Criteria Architect's preparation of a Design Document, provided such change could not have been reasonably contemplated by Criteria Architect.

4.3 Delay. If the performance by either party of any obligation hereunder shall be delayed by reason of Force Majeure or other events outside the reasonable control of the delayed party, then the time for the performance thereof shall be extended for a period equal to the number of days of such delay; provided, however, that within ten (10) days from the commencement of any delay affecting Criteria Architect, Criteria Architect notifies the County in writing regarding such delay and, within ten (10) days from the expiration of such delay, Criteria Architect delivers to the County a written request for an extension of time, which request explains and sufficiently justifies, in the County's determination, the reason for the delay. The County's approval of any such request shall not be unreasonably withheld.

ARTICLE 5
THE COUNTY'S RESPONSIBILITIES

5.1 Information. The County shall provide information as reasonably requested in writing by Criteria Architect regarding the County's requirements for the Project. Criteria Architect acknowledges that the accuracy or completeness of all such information is not warranted by the County, but Criteria Architect may, to the extent consistent with the Standard of Care, rely on the information provided by the County. Notwithstanding any comments, approvals or directions issued by the County pursuant to this Agreement or otherwise in connection with the Project, Criteria Architect shall be solely responsible for the professional quality, technical accuracy, and the coordination of all documents and services furnished by Criteria Architect or Consultants under this Agreement. Notwithstanding anything to the contrary in this Article 5, the County shall be required to furnish information or services described in this Article 5 only to the extent that such information or service are both reasonably required and actually requested in writing by Criteria Architect.

5.2 Timely Approvals. The County shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Criteria Architect's Services.

5.3 County's Representative. The County has designated the County's Representative as its representative authorized to act on the County's behalf with respect to the Project. The County reserves the right to change the County Representative, and the County shall notify Criteria Architect in writing within five (5) business days of such change. Criteria Architect understands and agrees that the County's Representative is the County's exclusive representative to Criteria Architect insofar as this Agreement is concerned. All instructions from the County to Criteria Architect relating to services performed by Criteria Architect will be issued or made in writing through the County's Representative. All communications and submittals from Criteria Architect to the County shall be issued or made through the County's Representative, unless the County or the County's Representative shall otherwise direct in writing. The County's Representative shall have authority (a) to establish communication protocols and (b) to call periodic meetings and conferences to be attended by Criteria Architect and its Consultants. The County's Representative has no design, construction management or construction responsibilities of any nature and none of the activities of the County's Representative supplants or conflicts with any services or responsibilities customarily furnished by Criteria Architect, Design-Builder or Architect-of-Record.

ARTICLE 6
OWNERSHIP AND USE OF DESIGN DOCUMENTS; INSTRUMENTS OF SERVICE

6.1 Ownership/License. Criteria Architect acknowledges that, upon payment of all undisputed amounts to Criteria Architect, all Instruments of Service shall be joint property of the County, the Port and Criteria Architect. In furtherance of the foregoing, Criteria Architect, for itself and on behalf of each Consultant, hereby unconditionally and irrevocably grants to the County and the Port an exclusive, royalty-free license to the Instruments of Service and the design concepts contained therein, including all patents, copyrights, trademarks, service marks and other intellectual property rights upon payment of all undisputed amounts to Criteria Architect. Criteria Architect agrees that it shall obtain from each Consultant a written confirmation to its consent to transfer such Consultant's rights to effectuate the foregoing.

6.2 Limitations. Criteria Architect shall be permitted to retain copies, including reproducible copies, of the Instruments of Service for information and reference, but Criteria Architect shall not use in the design of other projects any unique or distinctive architectural or aesthetic components or effects of the Project that, taken independently or in combination, would produce a result that is substantially similar in appearance to the Project or to any significant or unique design components of the Project. The County agrees that the Design Documents to be provided by Criteria Architect will contain certain standard component design details, which standard component details shall remain the property of Criteria Architect. Such standard component design details are repetitive in nature, not Project-specific, are function rather than form-oriented, and were not developed for or identifiable with the Project. Continued use by Criteria Architect of such standard component design details will not compromise the transfer to the County of the unique features of the design for this Project and will not result in a compromise of the County's ownership rights in the Instruments of Service. As such, nothing herein shall be construed as a limitation on Criteria Architect's absolute right to re-use such standard component design details, features and concepts on other projects, in other contexts or for other clients.

6.3 Use. The County and the Port may utilize the Instruments of Service for marketing the Project, the Cleveland Convention Center or the Global Center for Health Innovation, as well as for the further design, construction, maintenance, repair, modification, or expansion of the Project. The County agrees to release Criteria Architect from any liability to the County for from claims, damages or expenses arising from changes or deviations to the Instruments of Service not authorized by Criteria Architect. If the current Site location for the Project is abandoned, the County may use the Instruments of Service in connection with a different project location, provided that if Criteria Architect is not hired as the design criteria architect, then Criteria Architect's seal will be removed from all Instruments of Service and the Criteria Architect shall be released from any liability to the County for claims, damages or expenses arising out of such subsequent use of the Instruments of Service.

ARTICLE 7
DISPUTE RESOLUTION

7.1 Notice of Claim. Criteria Architect shall give timely written notice to the County of any Claim that Criteria Architect plans to assert, which notice shall specify the nature of the Claim and shall be delivered promptly to the County, but in no event later than ten (10) days after knowledge of such the Claim by Criteria Architect's Representative or project manager. It is a condition precedent to the consideration or prosecution of any Claim that the foregoing time limitation be strictly adhered to in each instance, and if Criteria Architect fails to deliver such timely notice, then Criteria Architect shall be deemed to have waived such Claim.

7.2 Meeting. At the next Project meeting following delivery of the notice required by Section 7.1, Criteria Architect and the County shall reserve time at the end of such Project meeting to attempt to resolve such Claim at the field level through discussions between Criteria Architect's project manager and the County's Representative. If a Claim cannot be resolved through Criteria Architect's project manager and the County's Representative within thirty (30) days after the initial attempt, then, each of Criteria Architect and the County will designate a senior management representative or official not involved in the day-to-day administration of the Project but who has settlement authority (the "Senior Representatives), who shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such Claim. Prior to any meetings between the parties, the parties shall exchange relevant information that will assist the parties in resolving their Claim. If a party intends to be accompanied at a meeting by an attorney, the other party shall be given at least ten (10) days' notice of such intention and may also be accompanied by an attorney.

7.3 Mediation. If, after meeting, the Senior Representatives determine that the Claim cannot be resolved on terms satisfactory to both parties, then the parties shall, within fourteen (14) days after the meeting of the Senior Representatives, submit the Claim to non-binding mediation administered jointly by the parties to the mediation and otherwise in accordance with the Construction Industry Claim Resolution Procedures of the American Arbitration Association (AAA) then in effect. Unless the parties otherwise agree, within seven (7) days after the selection of the mediator, the parties and the mediator shall participate in a pre-mediation conference to determine the time and place of the mediation and the procedures that will govern the mediation. The cost and expense of the mediator shall be equally shared by the parties and each party shall submit to the mediator any information or position papers that the mediator may

request to assist in resolving the Claim. The parties will not attempt to subpoena or otherwise use as a witness any person who serves as a mediator, will assert no claims against the mediator as a result of the mediation, and will hold the mediator harmless from claims by third parties arising out of or relating to the mediation provided for in this Section 7.3. Notwithstanding anything herein to the contrary, if a Claim has not been resolved within one hundred twenty (120) days after the initial meeting between Criteria Architect's project manager and the County's Representative, then either party may elect to proceed under Section 7.6.

7.4 Mandatory. Failure of either party to comply with this Article 7 shall be in contravention of the parties' express intention to implement this alternative means of dispute resolution. Each party hereto covenants and agrees that the dispute resolution procedure referred to herein shall constitute a condition precedent to commencement of any litigation or binding arbitration (as the case may be) with respect to a Claim, and that no litigation or binding arbitration (as the case may be) shall be initiated by either party until the dispute resolution procedures set forth above have been completed or a period of one hundred twenty (120) days has elapsed from the date of the initial meeting between Criteria Architect's project manager and the County's Representative.

7.5 Continued Performance. Notwithstanding any pending Claim or dispute resolution proceeding, Criteria Architect shall continue to provide Services pursuant to this Agreement and the County shall continue to make payment of undisputed amounts with respect thereto.

7.6 Time; Dispute Resolution Forum. Unless the parties otherwise agree, if a Claim has not been settled or resolved within one hundred twenty (120) days after the initial meeting of Criteria Architect's project manager and the County's Representative, then either party shall notify the other party of its intent to pursue the Claim further. Within twenty-one (21) days after its delivery of its notice of intent to pursue the Claim, such party shall send written notice to the other party specifying whether any unresolved Claim should be resolved by either (a) litigation in a court of competent jurisdiction within Cuyahoga County or (b) binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then currently in effect. The party reviewing the notice of Claim shall promptly reply as to whether it agrees to litigate or arbitrate, but in the event of a conflict in the forum specified, the County's selection shall prevail. All arbitration proceedings shall be held in Cleveland, Ohio. If neither party specifies the forum where an unresolved Claim shall be resolved (i.e., arbitration vs. litigation), then the unresolved Claim shall be resolved through litigation filed in accordance with Section 9.1 hereof.

7.7 Arbitration. A demand for arbitration shall be made within the time limits specified in this Article 7, and in no event shall such demand be made after the date when legal proceedings based on such Claim would be barred by the applicable statute of limitations or repose.

7.8 Consolidation. Any arbitration arising out of or relating to this Agreement may include, by consolidation or joinder or in any other manner, other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described herein or with a person or entity not named or described herein. The agreement to arbitrate under this Article 7 shall be specifically

enforceable under Applicable Law in any court having jurisdiction thereof. The award of the arbitrator may be entered as a judgment in any court of competent jurisdiction.

ARTICLE 8
TERMINATION, SUSPENSION OR ABANDONMENT

8.1 Suspension. If the Project is suspended by the County for more than ninety (90) consecutive days, then Criteria Architect shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, Criteria Architect's compensation shall be equitably adjusted to provide for the reasonable, documented direct expenses Criteria Architect incurs in resuming its Services. If the Project is abandoned by the County for more than one hundred eighty (180) consecutive days, then Criteria Architect may terminate this Agreement by giving written notice of such termination to the County.

8.2 Termination for Default. This Agreement may be terminated by either party upon not less than fourteen (14) days' prior written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination, and the defaulting party fails to cure or remedy such failure within such fourteen (14) days. Any notice of default sent by a party shall state with reasonable detail the basis for the claimed default or failure of performance. In addition, the County shall have the right to terminate this Agreement upon immediate written notice if: (a) Criteria Architect makes a general assignment for the benefits of its creditors; (b) a receiver is appointed on account of the insolvency of Criteria Architect; or (c) Criteria Architect files bankruptcy or is subject to an involuntary bankruptcy action in the United States Bankruptcy Court.

8.3 Termination for Convenience. This Agreement may be terminated by the County for its convenience and without cause upon not less than seven (7) days' written notice to Criteria Architect. In the event of termination not the fault of Criteria Architect, Criteria Architect shall be compensated for Services performed, and the portion of its fee earned or accrued prior to the date of termination. The foregoing payment shall be the exclusive recovery to Criteria Architect, and Criteria Architect hereby waives any other right of recovery for damages by reason of termination, including anticipated or lost profits or consequential damages. Criteria Architect shall include a similar termination for convenience clause in each of its contracts with Consultants.

8.4 County's Failure to Pay. Failure of the County to make payments to Criteria Architect in accordance with this Agreement within thirty (30) days after such payment is due shall be considered substantial nonperformance and cause for termination of the Agreement or suspension of Services, unless any component of Criteria Architect's pay request is disputed by the County, in which event only those amounts not in dispute shall be promptly paid and the disputed amounts shall be resolved through the dispute resolution process set forth in Article 7. As required by Section 8.1, Criteria Architect shall first advise the County in writing of Criteria Architect's intent to terminate this Agreement or suspend its Services, and this Agreement shall not terminate, nor shall the Services be suspended, if the County makes payment of all undisputed amounts to Criteria Architect within fourteen (14) days after the County receives Criteria Architect's written notice of its intent to terminate or suspend.

8.5 Delivery of Instruments of Service. In the event of any termination under this Article 8, Criteria Architect shall promptly deliver to the County the Instruments of Service. Such materials shall be provided in both paper copy and in such electronic format as is requested by the County. At the time of delivery of the Instruments of Service, the County agrees to pay in full all undisputed amounts billed and owed under Section 8.3 hereof.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 Governing Law. This Agreement shall be governed by Ohio law, without regard to its conflicts of law principles. Any litigation under this Agreement shall be brought in any court having proper jurisdiction that is located in Cuyahoga County, and the parties agree to the exclusive jurisdiction and venue of such court to resolve same. In addition, this Agreement is subject to all applicable provisions of the Cuyahoga County Code including, without limitation, Title 4 and Title 5 thereof.

9.2 Binding Effect. The County and Criteria Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

9.3 Assignment. Criteria Architect shall not assign this Agreement without the written consent of the County, which the County may withhold in its sole discretion. The County shall not assign any of its rights or obligations under this Agreement without Criteria Architect's prior written consent; provided, however, that notwithstanding the foregoing, the County may assign any or all of its rights or obligations under this Agreement to the Port without the necessity of obtaining Criteria Architect's consent. Any assignee to whom this Agreement is assigned shall assume all of the obligations of the assignor, except that in the case of an assignment to a Lender, only those prior obligations of the assignee as such Lender shall expressly accept shall be assumed.

9.4 Integration. This Agreement represents the entire and integrated agreement between the County and Criteria Architect and supersedes all prior negotiations, representations or agreements, either written or oral, including the letter agreement between the parties dated October 3, 2013.

9.5 Amendment. This Agreement may be amended only by written instrument signed by both the County and Criteria Architect.

9.6 Third Party Rights. Nothing contained herein shall be deemed to give any third party other than the Port any claim or right of action against the County or Criteria Architect that does not otherwise exist without regard to this Agreement. All covenants and indemnifications of Criteria Architect, and all rights and interests granted by Criteria Architect under this Agreement, are for the joint benefit of, and may be enforced by, the County and the Port. To the extent any representations or indemnifications are provided by Criteria Architect to the County hereunder, Criteria Architect hereby further provides to the Port such representations and indemnifications.

9.7 Preparation. Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not be construed more severely against one of the parties than against the other.

9.8 Captions. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein.

9.9 Notices. Any notice, demand, offer or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the party giving such notice and shall be hand delivered or sent by overnight courier, messenger or registered letter, email or fax, to the other party at the address set forth below:

If delivered to the County:

Cuyahoga County Executive
1219 Ontario Street, 4th Floor
Cleveland, Ohio 44113

With a copy to:

(a) Cuyahoga County Department of Law
1219 Ontario Street, 4th Floor
Cleveland, Ohio 44113
Attn: Majeed G. Makhlouf, Director
Fax: 216-698-2744

(b) Risk Management Division
Cuyahoga County Department of Law
1219 Ontario Street, 4th Floor
Cleveland, Ohio 44113
Attn: Darlene E. White, Deputy Director – Risk Management

(c) Project Management Consultants LLC
3900 Key Center
127 Public Square
Cleveland, OH 44114-1291
Attention: Jeffrey R. Appelbaum
Phone: 216-566-5548
Fax: 216-566-5800
Email: Jeff.Appelbaum@aboutPMC.com

If delivered to Criteria Architect:

Cooper Carry, Inc.
191 Peachtree Street, NE
Atlanta, GA 30303
Attention: C. Robert Neal, AIA
Phone: 404-237-2000
Fax: 440-237-0276
Email: bobneal@coopercarry.com

Each party shall have the right to change the place to which notice shall be sent or delivered by sending a similar notice to the others in like manner. The effective date of any notice issued pursuant to this Agreement shall be as of the addressee's receipt of such notice. Any notice given by fax shall also be deposited in regular U.S. mail (or more expedient delivery) no later than the next business day after the fax was sent.

9.10 Severability. If any term or condition of this Agreement, or the application thereof to either party or in any circumstance, shall be invalid or unenforceable to any extent, then the remainder of this Agreement and the application of such term or condition to the other party or other circumstances shall not be affected thereby, and shall be enforceable to the greatest extent permitted by applicable laws.

9.11 Attachments. All exhibits, schedules or other attachments referenced in this Agreement are incorporated into this Agreement by such reference as if fully rewritten herein and shall be deemed to be an integral part of this Agreement.

9.12 Independent Contractor. Criteria Architect is an independent contractor and shall not be deemed an agent, employee or partner of the County. Nothing contained in this Agreement shall be construed as constituting a joint venture or partnership between Criteria Architect and the County.

9.13 Counterparts. This Agreement may be executed in any one or more counterparts, including facsimile or electronic signature included in an Adobe PDF file, each of which, when so executed, shall be deemed an original, and all such counterparts together shall constitute the same instrument. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof. This Agreement shall only be effective when signed by all parties

9.14 Facsimile Signatures. Signatures to this Agreement transmitted by facsimile shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Agreement with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own facsimile signature and shall accept the facsimile signature of the other party to this Agreement.

9.15 Electronic Signature. The parties agree that all documents requiring signatures by the County may be executed by electronic means, and that the electronic signatures affixed by the County to this Agreement shall have the same legal effect as if that signature was manually

affixed to a paper version of this Agreement. The Parties agree to be bound by the provisions of Chapter 304 of the Ohio Revised Code (the "ORC") as it pertains to electronic transactions under Chapter 1306 of the ORC and to comply with the County's electronic signature policy.

9.16 Rights and Remedies. Except as may be otherwise expressly provided herein, all rights and remedies provided in this Agreement are in addition to all other rights and remedies available at law or in equity.

9.17 Authority. The County and Criteria Architect each has full power and authority to enter into this Agreement and each person signing on their respective behalf is authorized to do so.

ARTICLE 10
COMPENSATION; PAYMENT PROCEDURES

10.1 Criteria Architect's Compensation. For its proper completion of all Basic Services, Criteria Architect shall be paid a fixed sum of Two Million One Hundred Thousand Dollars ($2,100,000) plus the total of the fees of the Consultants as set forth on Exhibit D (which total is $2,282,895), for a total compensation of $4,382,895 (the "Fixed Contract Sum"). The Fixed Contract Sum includes all costs, expenses and compensation that Criteria Architect and its Consultant s is entitled to for performing the Basic Services other than reimbursable expenses as provided in Section 10.4 hereof.

10.2 Payments for Basic Services. Payments for Basic Services shall be made monthly and shall be in proportion to the percentage of completion of the particular phase of service (as set forth in Exhibit G) performed during the month in question. Each payment application shall state with reasonable detail the Services performed and the percentage of completion of the applicable phase. Payment applications are due no later than the 25th of each month for review and approval by the County. In no event shall the progress payments for any particular phase of Services exceed the applicable percentage set forth in Exhibit G until the Services for that phase have been completed and Services on the next phase have commenced. The County shall be entitled to withhold payments to the extent the progress of the Services is not consistent with the payment schedule attached as Exhibit G.

10.3 Payment for Additional Services. Unless a different basis of payment is agreed to in writing by the County and Criteria Architect, Criteria Architect shall be paid on an hourly rate basis for Additional Services at the rates set forth in Exhibit C. In no event, shall more than ten (10) hours per person be charged per day. Payments on account of Criteria Architect's approved Additional Services shall be made monthly upon presentation of Criteria Architect's statement of Additional Services rendered, provided that Criteria Architect furnishes substantiation satisfactory to the County of such Additional Services.

10.4 Payment for Reimbursable Expenses. Criteria Architect shall be paid for reimbursable expenses in the amount actually incurred. The total amount of reimbursable expenses shall not exceed ten percent (10%) of the Fixed Contract Sum without the County's prior written approval. The expenses eligible for reimbursement are limited to include the following: transportation, lodging, and meals (but not alcoholic beverages) in connection with travel; long distance telephone calls, courier services and facsimile communications, telex, postage and delivery

charges; reproduction costs (other than in-house printing or plotting for internal reviews of progress drafts); photographic production techniques; expense of renderings, models and mock-ups requested by the County; and automobile travel. Mileage charges for automobiles shall be at the prevailing rate established by the I.R.S. All reimbursable expenses shall be invoiced at cost plus one percent (1%), and Criteria Architect shall provide reasonable backup documentation of such expenses with each application for payment.

10.5 Payments by the County. Monthly payments will be due and payable to Criteria Architect within thirty (30) days after receipt by the County of Criteria Architect's payment application.

10.6 Final Payment. Criteria Architect, by accepting final payment, waives all known claims except those it previously made in writing and that remain unsettled at the time of acceptance of final payment. Nothing contained herein shall be deemed or construed as waiving any pending or asserted claim on the basis of final payment if, prior to final payment, the County has received from Criteria Architect notice of the pending or asserted claim.

ARTICLE 11
RECORDS; AUDITING

11.1 Public Records. Criteria Architect and the County agree that all records and reports that Criteria Architect provides to the County pursuant to this Agreement or that the County obtains from Criteria Architect pursuant to this Agreement (including, without limitation, this Article 11) shall be considered public records unless exempted from disclosure pursuant to Ohio's public record laws (including O.R.C. 149.43, O.R.C. 1333.61(D) and applicable common law), and that the County shall have the right to copy and, subject to Section 11.2, disclose the same.

11.2 Trade Secrets.

11.2.1 Criteria Architect may consider certain records with regard to the design, of the Project as containing "trade secret" information under O.R.C. 1333.61(D), which is exempt from disclosure as a public record. If the County receives a public records request for a record (a) that Criteria Architect has made available or provided to the County pursuant to this Agreement or that the County has obtained from Criteria Architect pursuant to this Agreement, and (b) that Criteria Architect has designated in writing as containing trade secret information, then the County shall advise the requestor that the records requested are considered to contain trade secret information, and shall promptly notify Criteria Architect of the request. Thereafter, Criteria Architect shall have sole responsibility for initiating or defending such legal action as it deems necessary to prevent public disclosure of such information, and shall pay all costs and expenses associated therewith, including any legal fees or expenses incurred by the County.

11.2.2 The County shall, to the extent legally permissible without being required to initiate legal action, maintain the confidentiality of such requested information until the matter is resolved by legal action, provided that Criteria Architect agrees to indemnify, defend and hold harmless the County from any claims, losses, liabilities, costs and expenses incurred by the County as a result thereof. Criteria Architect and the County agree that the provisions set forth

in this Section 11.2 shall not apply to information maintained by Criteria Architect and provided to the County pursuant to Section 11.3 hereof.

11.3 Auditable Records Retention. Criteria Architect shall maintain, and shall require by written agreement its Consultants to maintain, all Auditable Records. For the purposes of this Article 11, each person obligated to maintain Auditable Records as provided herein is referred to as a "Reporting Person." Such Auditable Records shall include hard copy and computer readable data. All Auditable Records shall be retained by each Reporting Person for a period of five (5) full years from the date of Substantial Completion of the Project.

11.4 Audit.

11.4.1 The County will have the right to designate an independent auditor to audit the Auditable Records from time to time.

11.4.2 The County shall have full access in a timely manner during regular business hours (for inspection, review and audit) to all Auditable Records for purposes of reviewing compliance with this Agreement, subject to establishing mutually agreeable audit protocols. Such Auditable Records shall be made available at the Reporting Person's local place of business or at another local location upon reasonable notice to the Reporting Person or the County, as applicable. The direct cost of copying any Auditable Records, excluding any overhead costs, shall be at the expense of the County. The County shall have reasonable access to the Reporting Person's facilities, may interview all current and former employees of the Reporting Person to discuss matters pertinent to the performance of this Agreement or any contract with a Consultant, and shall have adequate and appropriate work space in order conduct audits. In those situations where Auditable Records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), the County shall be provided with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

11.4.3 If any audit or inspection by the County discloses overpricing or overcharges (of any nature) to the County in connection with charges or expenses submitted pursuant to this Agreement or any contract with a Consultant, then the amounts of such overpricing or overcharges shall be reimbursed to the County. If such overpricing or overcharges are in excess of one-half of one percent (0.5%) of the total contract billings for such contract or agreement, then Criteria Architect shall cause the reasonable actual cost of the audit to be reimbursed to the County by the person committing such overcharges. Any adjustments or payments that must be made as a result of any such audit or inspection of the Reporting Party's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the audit to the Reporting Party.

11.5 Limitations. It is acknowledged and agreed that the provisions of this Article 11 relate to records of Services performed in accordance with this Agreement and the design of the Project only; and that this Article 11 is not intended to and shall not extend to matters relating to other projects or services undertaken by Criteria Architect.

ARTICLE 12
INSURANCE; INDEMNIFICATION

12.1 Criteria Architect's Insurance. Criteria Architect shall procure and maintain, at its own cost, with companies authorized to do business in Ohio and otherwise acceptable to the County, all insurance outlined herein for coverages at not less than the prescribed minimum liability limits for claims caused or contributed to by Criteria Architect. The insurance coverages and liability limits to be provided by Criteria Architect shall be as follows:

12.1.1 Automobile Liability Insurance. Criteria Architect shall maintain Automobile Liability Insurance, covering all owned, non-owned, hired, leased or borrowed vehicles. Such insurance shall have limits of not less than $1,000,000 each occurrence and $1,000,000 annual aggregate.

12.1.2 Workers' Compensation Insurance. Criteria Architect shall maintain workers' compensation and employers' liability insurance covering its operations in not less than the following limits: Workers' Compensation – as required by applicable state and federal statutes; Employers' Liability – $1,000,000 Bodily Injury each Accident; $1,000,000; Bodily Injury by Disease for Each Employee; and $1,000,000 Bodily Injury Disease Aggregate.

12.1.3 Commercial General Liability Insurance. Criteria Architect will maintain commercial general liability insurance on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use), naming the County as an additional insured thereon. Such insurance shall have not less than the following limits: $1,000,000 Each Occurrence; and $2,000,000 Annual Aggregate.

12.1.4 Valuable Papers. Criteria Architect shall purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records related to this project.

12.1.5 Professional Liability. Criteria Architect shall purchase and maintain insurance to protect against claims arising out of the performance of Criteria Architect's professional services caused by any negligent acts, errors or omissions for which Criteria Architect is legally liable. Such professional liability insurance shall have minimum limits of $5,000,000 per claim, $10,000,000 annual aggregate. Criteria Architect shall keep such insurance in effect for a period of not less than five (5) years after the date of completion of its Services for the Project. If such professional liability insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the Effective Date of this Agreement. Criteria Architect shall cause each of its Consultants providing design or engineering work to maintain separate professional liability insurance to protect against claims arising out of the performance of such Consultant's services with minimum limits of $1,000,000 per claim/annual aggregate, unless different minimum limits are approved in writing by the County.

12.2 Certificate of Insurance.

12.2.1 Criteria Architect shall provide the County with certificates of insurance, completed by a duly authorized representative evidencing that the minimum coverages required here are in effect and specifying that the liability coverages (except professional liability) are written on an occurrence form. The certificates of insurance shall contain a provision that the coverage afforded under the policy or policies will not be canceled or terminated in coverage or limits without ten (10) days' prior written notice to the County. Failure of the County or its designated representative to demand such a certificate or other evidence of full compliance with these requirements or failure of the County or its designated representative to identify a deficiency from evidence provided will not be construed as a waiver of Criteria Architect's obligation to maintain such insurance.

12.2.2 The acceptance of delivery by the County or its designated representative of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by the County that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements. If any of the coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverages will be submitted with Criteria Architect's final invoice.

12.3 Policies. All insurance policies shall be provided through companies authorized to do business in the State of Ohio and considered acceptable by the County.

12.4 Insurance Primary. All coverages required of Criteria Architect or its Consultants shall be primary over any insurance or self-insurance program carried by the County.

12.5 No Reduction or Limit of Obligation. By requiring insurance, the County does not represent that coverage and limits will necessarily be adequate to protect Criteria Architect. Insurance effected or procured by Criteria Architect will not reduce or limit Criteria Architect's contractual obligation to indemnify and defend the County for claims or suits that result from or are connected with the performance of this Agreement.

12.6 Duration of Coverage. All required coverages shall be maintained without interruption during the entire term of this Agreement.

12.7 Indemnification.

12.7.1 Indemnity – Generally. To the fullest extent not prohibited by law, Criteria Architect shall indemnify, protect and hold harmless the Indemnitees from and against any and all claims, causes of action, losses, damages, liabilities and expenses (including attorneys' fees and other costs of defense), to the extent arising out of or relating to the negligent acts or omissions or willful misconduct of Criteria Architect, its employees, agents, consultants or subcontractors in connection with the performance of the Services under this Agreement. In the event claims, causes of action, losses, damages, liabilities or expenses are caused by the joint or concurrent negligence of the County and Criteria Architect, they shall be borne by each party in proportion to its negligence. The provisions of this Section 12.7.1 shall survive the termination of this Agreement.

12.7.2 Indemnity – Copyright. To the fullest extent not prohibited by law, Criteria Architect shall indemnify, protect, defend and hold harmless the Indemnitees from and against claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorneys' fees and other costs of defense), of any nature, kind or description, that result from any claimed infringement of any copyright, patent or other intangible property right by the design of the Project by Criteria Architect, anyone directly or indirectly employed by Criteria Architect or anyone for whose acts Criteria Architect may be liable. The provisions of this Section 12.7.2 shall survive the termination of this Agreement.

12.7.3 No Indemnity. Criteria Architect acknowledges that as an Ohio political subdivision, the County does not indemnify any person or entity, and agrees that no provision of this Agreement or any other contract or agreement between Criteria Architect and the County may be interpreted to obligate the County to indemnify or defend Criteria Architect or any other party.

12.8 Limited Liability of the Port Authority. None of the obligations of the Port arising out of this Agreement shall constitute a general debt of the Port or give rise to any general pecuniary liability of the Port and those obligations shall be payable solely and exclusively from the proceeds to be provided by the County. Neither Criteria Architect, nor any Consultant or other person claiming under or through Criteria Architect (or any such Consultant), shall have any right or claim whatsoever against the Port, or any official, officer, employee or agent the Port, with respect to the Work, except to the extent of the Port's interest in the Project.

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This Agreement is entered into as of the day and year first written above.

THE COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

By: Edward FitzGerald /ap

Name 2013-12-24 09:52:39

Its:

COOPER CARRY, INC.

By:

C. Robert Neal, Principal

The legal form for the within instruments is hereby approved.

LISA C AVERYHART, ASSISTANT DIRECTOR OF LAW

By:

Date: Lisa C Averyhart

2013-12-30 09:42:06

LIST OF EXHIBITS

Exhibit A - Description of the Project

Exhibit B - Key Personnel

Exhibit C - Standard Billing Rates

Exhibit D - Consultants

Exhibit E - Design Schedule

Exhibit F - Description of GMP Drawings and Specifications

Exhibit G - Payment Schedule

Exhibit H - Description of Project Site

Exhibit I - Other Basic Services

Exhibit J - Differentiation Document

Exhibit K - Assignment of Criteria Architect's Agreement to the Port

EXHIBIT A

Description of Project

The Cleveland Convention Hotel is located at the corner Lakeside Avenue and Ontario Street, adjacent to the Global Center for Health Innovation.

The Hotel is programmed to have approximately 652 bays/ 600 guestrooms in a Tower above a plinth, in which the public spaces of the Hotel are located. The Hotel is programmed to have a podium with 4 stories and a tower with approximately 26 stories. Included in this plinth are the Hotel lobby, restaurant, meeting spaces, and Hotel support functions. The Lobby space will have an underground connection to the existing Cleveland Convention Center, via a passage under West Mall Drive.

The building may include an underground parking structure with approximately 280 parking spaces.

The Hotel building area will be approximately 578,402 sf, and the area of the parking deck (if any) will be approximately 121,013 sf. The total Project area (if a parking deck is included) will be approximately 699,415 sf.

EXHIBIT B

Key Personnel

Principal In Charge / Senior Representative	C. Robert Neal
Design Principal	Pope Bullock
Project Manager	Keith Simmel
Design Director	Manny Dominguez
Project Architect	Lesley Braxton
QA/QC	Robert Fischell

EXHIBIT C

Billing Rates

Cooper Carry
2013 Hourly Rate Schedule

Architecture				**Rate**	
Principal				275.00	
Project Director				275.00	
Project Manager		147.00	-	250.00	(Range)
Design Architect		135.00	-	200.00	(Range)
Project Architect		102.00	-	195.00	(Range)
Staff Architect		108.00	-	147.00	(Range)
Architectural Staff I-III		93.00	-	171.00	(Range)
Intern Architect	*	48.00	-	100.00	(Range)

Interior Design				**Rate**	
Principal				275.00	
Director of Interior Design				275.00	
Project Manager		195.00	-	200.00	(Range)
Project Interior Designer		105.00	-	135.00	(Range)
Sr. Interior Designer		105.00	-	135.00	(Range)
Staff Interior Designer		99.00	-	105.00	(Range)
Interior Designer II-III		90.00	-	174.00	(Range)
Interior Designer I	*	69.00	-	96.00	(Range)
Interior Design Student	*	50.00	-	75.00	(Range)

Landscape Architecture & Planning				**Rate**	
Principal				275.00	
Director or Landscape Architecture/Planning				175.00	
Project Manager		126.00	-	160.00	(Range)
Certified Planner		93.00	-	160.00	(Range)
Staff Landscape Architect/Planning Staff		96.00	-	150.00	(Range)
Landscape Designer I-II		96.00	-	150.00	(Range)
Intern Planner	*	69.00	-	99.00	(Range)
Intern Landscape Designer	*	69.00	-	99.00	(Range)

Graphic Design				**Rate**	
Principal				275.00	
Sr. Graphic Designer		105.00	-	150.00	(Range)
Graphic Designer II		99.00	-	105.00	(Range)
Graphic Designer I	*	75.00	-	99.00	(Range)
Intern Graphic Designer	*	50.00	-	75.00	(Range)

Technical Services	**Rate**
Specifications Manager	150.00
QA/QC	192.00
Specifications Coordinator	129.00

Consultant reserves the right to modify the hourly rates above for any compensation adjustments made while this Agreement is in effect, but no more than once per calendar year.

** Denotes levels which receive overtime pay. Any hourly billing for work performed by these levels on an overtime basis will be invoiced at 1.5 times the applicable billing rate.*

EXHIBIT D

Consultants

Cleveland Convention Center Hotel								
Total Project Design Fee								
		Criteria Architect Team						
		Cooper Carry						
FIRM		SD	DD	CD	CA	TOTAL	Estimated Expenses	GRAND TOTAL
MAGNUSSON KLEMENCIC ASSOCIATES	STRUCTURAL	$0	$234,500	$0	$0	**$234,500**	**$23,450**	**$257,950**
BARBER AND HOFFMAN	STRUCTURAL	$0	$45,500	$0	$0	**$45,500**	**$4,550**	**$50,050**
ANDERSON MILLER LTD.	INTERIORS/FF&E	$0	$504,000	$180,000	$36,000	**$720,000**	**$72,000**	**$792,000**
YARNELL ASSOCIATES	SPECIALTY LIGHTING	$0	$52,000	$0	$0	**$52,000**	**$5,200**	**$57,200**
SUSTAINABLE TECHNOLOGIES GROUP	ACOUSTICS	$0	$35,520	$0	$0	**$35,520**	**$3,552**	**$39,072**
SUSTAINABLE TECHNOLOGIES GROUP	AV	$0	$37,730	$0	$0	**$37,730**	**$3,773**	**$41,503**
WILLIAMSON & ASSOCIATES	ROOFING /WP	$0	$7,500	$0	$0	**$7,500**	**$750**	**$8,250**
MCKNIGHT ASSOCIATES	LANDSCAPE	$0	$28,000	$0	$0	**$28,000**	**$2,800**	**$30,800**
STUDIO GRAPHIQUE	GRAPHICS /SIGNAGE	$0	$37,000	$0	$0	**$37,000**	**$3,700**	**$40,700**
NETWORK TECHNOLOGIES INC.	ITC /SECURITY	$0	$32,000	$0	$0	**$32,000**	**$3,200**	**$35,200**
LCM ARCHITECTS	ADA	$0	$7,908	$0	$0	**$7,908**	**$791**	**$8,699**
LERCH BATES	VERTICAL TRANS	$0	$19,747	$0	$0	**$19,747**	**$1,975**	**$21,722**
LERCH BATES	WINDOW WASH	$0	$26,000	$0	$0	**$26,000**	**$2,600**	**$28,600**
FAÇADE FORENSICS	EXTERIOR WALL	$0	$19,840	$0	$0	**$19,840**	**$1,984**	**$21,824**
OSBORN ENGINEERING	CIVIL	$0	$75,000	$0	$0	**$75,000**	**$7,500**	**$82,500**
CODE CONSULTANTS, INC.	CODE / LIFE SAFETY	$0	$56,000	$0	$0	**$56,000**	**$5,600**	**$61,600**
FOOD STRATEGIES	FOOD SVC/LAUNDRY	$0	$51,000	$0	$0	**$51,000**	**$5,100**	**$56,100**
KARPINSKI ENGINEERING	MEPFP	$0	$272,388	$0	$0	**$272,388**	**$27,239**	**$299,627**
OSBORN / SANDHU	MEPFP	$0	$102,112	$0	$0	**$102,112**	**$10,211**	**$112,323**
VAA	SUSTAINABLE DESIGN	$0	$17,500	$0	$0	**$17,500**	**$1,750**	**$19,250**
RWDI	WIND TUNNEL/SNOW/ICE	$0	$130,650	$0	$0	**$130,650**	**$13,065**	**$143,715**
COOPER CARRY	CRITERIA ARCHITECT	$433,486	$1,129,944	$287,775	$248,795	**$2,100,000**	**$210,000**	**$2,310,000**
SINGLETON & ASSOCIATES	CRITERIA ARCHITECT	$0	$200,000	$0	$0	**$200,000**	**$20,000**	**$220,000**
MEP PEER REVIEW	TBD	$0	$20,000	$55,000	$0	**$75,000**	**$7,500**	**$82,500**
TOTAL		**$433,486**	**$3,141,839**	**$522,775**	**$284,795**	**$4,382,895**	**$438,290**	**$4,821,185**
SBE Totals		$0	$578,362	$0	$0	$578,362	$57,836	**$636,198**
								13.2%

EXHIBIT E

Design Schedule

Completion of Schematic Design	November 8, 2013
Issuance of GMP Document Pricing Package	January 31, 2014
Construction Start Date	February 26, 2014
Receipt of proposed GMP from Design Builder	March 21, 2014
GMP Reconciliation	March 24 - April 4, 2014
Revision of GMP Documents and Acceptance of Final GMP	April 7, 2014
DRC Submission to Hilton	April 7, 2014
DRC Presentation to Hilton	April 25, 2014
30% CD Review	TBD
60% CD Review	TBD
90% CD Review	TBD
Substantial Completion	February 17, 2016

EXHIBIT F

Description of the GMP Drawings and Specifications

GMP Documents:
Documents that are the basis for Guaranteed Maximum Price will be the Design Development Documents (drawings and specifications), the Prose Statement, and any clarifications issued by the Design Team prior to the issuance by the Design-Builder of the GMP.

GMP Design Development Drawings and Specifications Criteria:
The level of detail for the GMP Drawings and Specifications will include Design Development Documents that consist of drawings and other documents to fix and describe the size and character of the Project related to architectural, interior architectural, structural, civil, acoustical, audio visual, security, data/telecom, cable TV, mechanical (HVAC, BMS), plumbing, sprinkler and electrical systems, landscape, signage and graphics, code analysis, food service, and vertical transportation design intent.

Definition of Design Development Documents:
"Design Development Documents" shall mean drawings and specifications based upon, and refining, the Program and Schematic Design Documents and illustrating the scope, relationship, forms, size, functionality and appearance of the Project by means of a combination of plans, sections, elevations, typical construction details, equipment layouts and/or specifications.

The following is not an exhaustive list of the Design Development Documents that will form the basis of the GMP, but is intended to demonstrate the subject matter, at a minimum, that is to be included in the GMP Drawings and Specifications:

Responsibility	
	A. General Conditions/Requirements
County	1. Building Permit Fees: Confirmation by the County that Building Permit Fees are/are not required
County	2. Utility Impact Fees: Confirmation by the County that Utility Impact Fees are/are not required
Cooper Carry	3. Design/Consultant Fees: Exact Design/Consultant Fees from Cooper Carry to be included in the Overall Budget
Cooper Carry	4. Mock-Up Requirements: Indicate the general requirements for mock-ups of full-size details of components of the Project.
Cooper Carry	5. Special Warranty Requirements (in addition to the contractual period of twelve (12) months after Substantial Completion):
	B. Pre-Site Work

Responsibility

1. Site Surveying Services:

County (a) Furnishing a survey by a Licensed Surveyor, describing the physical characteristics, legal limitations and utility locations for the Site, including a written legal description of the Site.

County (b) Include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information shall be referenced to a project benchmark.

County (c) Deeds, zoning and other legal restrictions.

County (d) Location of all existing utilities including water, sewer, storm, gas, electrical (both overhead and underground), and telecommunications.

County 2. Geotechnical Engineering Services: Including, as applicable, test borings, test pits, determinations of soil bearing values, percolation tests, ground corrosion and resistively tests, including final subsoil conditions and recommendation for soils consolidation if required. These services shall be completed to the extent possible prior to the demolition of the existing building currently located on the subject site, with the completion of such services to occur after the demolition of the existing building.

County 3. Hazardous Materials Remediation: Confirm that the Site is clean and free of Hazardous Materials.

County 4. Utility Relocations/Stub-Outs: Confirm that any utility relocations and/or stub-outs of required utilities to within five (5) feet of the hotel's footprint.

County 5. Work Hours: Establish any specific limitations on the site for work hours or access due to the usage of the surrounding properties.

C. Sitework within the Site:

Responsibility	
Cooper Carry	1. Site and Landscape Plan with notes describing key design features: (a) Building, curbs, Drives and parking areas (b) Existing and finish contours (c) Retaining walls and site concrete (d) Landscape areas defined (e) Sections through typical paving, walk, curb.
Cooper Carry	2. Location of facility with designated floor elevations
County/Cooper Carry	3. New site utilities, as determined to be necessary, and a statement of potential site utility work, including: (a) Electrical service and distribution (b) Gas service and distribution (c) Water supply and distribution (d) Site drainage and retention systems (e) Sanitary sewer collection and disposal (f) Storm water collection and disposal (g) Fire systems (h) Central-plant mechanical systems, or district chilled water and steam system (i) Emergency systems (j) Communications systems (including telephone, cable TV and internet services). (k) Manholes, catch basins, hydrants (l) Site drainage pattern and location of utilities and points from which service will be run to the building. (m) Utility relocations.

Responsibility

Cooper Carry **D. Structural Systems Design/Documentation:**

1. Hotel foundation system

   (a) Surface and subsurface conditions (Final Geotechnical Report) (NIC for Cooper Carry)

   (b) Special waterproofing requirements, if any, based on the recommendations by the Geotechnical Engineer.

   (c) Backfill/special soil requirements, if any, based on the recommendations by the Geotechnical Engineer.

   (d) Requirements for underpinning, reinforcement, sub-grade improvements, etc. to the existing Medical Mart subgrade relating to the adjacent deep excavation for the hotel in collaboration with the Geotechnical Engineer.

   (e) Structural requirements for new connections to the convention center loading dock and West concourse, including structural revisions to the existing convention center framing.

   (f) Foundation layout showing number of footings and extent of foundation walls, underpinning, caissons, special conditions.

   (g) Design of typical footing(s), pile cap(s), etc.

   (h) Typical section through grade wall, basement wall, and slab on ground.

Cooper Carry 2. Building frame with all major components sized so that steel, concrete, etc. can be quantified, including:

   (a) Structural connections (column/footing, column/beam, etc.)

   (b) Critical connections information - narrative of design intent (clearances, architectural steel erection, slip critical connections, loads, reactions, moment connections, seal welding, etc.)

   (c) Structural floor plans, including column schedule and floor loads. Section through typical slab design.

   (d) Identify any AESS

Cooper Carry 3. Structural coatings requirements:

   (a) Fireproofing requirements for structural members (fireproofing

Responsibility

vs. special coatings)

(b) Special painting/coatings requirements

E. Architectural Plans

Cooper Carry

1. Floor Plans, 1/8" scale minimum, of each level with notes describing key design features and layouts in enough detail to quantify wall finishes, doors, fixtures, etc.:

   (a) Enlarged plans and elevations where necessary to clarify design intent

   (b) Expanded drawings and details of special areas and items (to facilitate pricing)

   (c) Reflected Ceiling Plans for all levels/areas/conditions, showing the location of the various types of ceilings and the location of standard and special light fixtures, HVAC registers. Sprinkler heads shall be located in critical finish areas.

   (d) Roof and Mechanical Penthouse Plan

   (e) Sound isolation areas (as deemed necessary).

   (f) Outlet Plans, showing the location of power, telephone and data communications outlets (special function areas and typical guestroom layouts, to facilitate pricing).

   (g) Roof Plan(s) at special conditions.

Cooper Carry

2. Building sections – both overall and partially enlarged sections as needed to convey design intent.

Cooper Carry

3. Study model(s) or exterior model and/or renderings to present the design concept (in accordance with Design Architect Agreement)

Responsibility

Cooper Carry

4. Representative construction details, including key details inclusive of all building trades: Civil, Structural, Architectural, Mechanical, Electrical, etc.

5. Guest room mock up construction drawings for a typical king, double queen, corridor and possible storage room. Drawings will indicate architectural finishes, all MEP equipment and FF&E plans and specifications.

Cooper Carry

6. Major Schedules, such as preliminary room finish schedules including ceiling heights, equipment (quantity, capacity, and size criteria), door schedule and other relevant information necessary to develop an accurate GMP Cost Estimate

7. List of Owner and Operator furnished equipment and materials.

F. Facility envelope

Cooper Carry

1. Building elevations:

   (a) All elevations with indications of anticipated materials.

   (b) Acceptable alternates, if any, for specified materials.

Cooper Carry

2. Exterior wall sections, indicating profile and framing concept for each type of exterior wall system

Cooper Carry

3. Representative exterior wall details to communicate intent

Cooper Carry

4. Identify any special treatment areas (trellis, steel details, special shapes/sizes, etc.)

5. Elevation drawing indicating scope and limits of exterior wall mock up for testing.

6. Performance specifications indicating materials and performance criteria.

G. Finish trades

Cooper Carry

1. Location and design intent of any known unique details of interior partition sections/ceilings and room layouts/finish schedules:

   (a) Designation of fire rated partitions/dividers/ceilings

Responsibility

(b) Ratings of typical shaft construction

Cooper Carry — 2. Preliminary finish schedule and final materials selection (type only, may not include actual manufacturer) as required to define the GMP, indicating:

(a) Paint, wall coverings, wood finishes, carpeting, floor coverings, fabrics and other finishes (final location plans are not required until CDs.)

(b) Identify any unique or "special" treatments (floor, wall, ceilings, etc.)

Cooper Carry — 3. Millwork and casework requirements. Quantity, type, and quality exceptions (representative profile and select details)

Cooper Carry — 4. List of specialties:

(a) Handrails / guardrails

(b) Directional signage

Cooper Carry — 5. Finish hardware allowance

H. Graphics (representative - sign types, elevations, materials and location plans)

Cooper Carry — 1. Building signage

Cooper Carry — 2. Directional graphics

Cooper Carry — 3. Signature graphics (e.g., hotel logo, restaurant signage)

4. Signage schedule with quantities, locations, message types and function, along with a detailed cost estimate for complete installation.

Cooper Carry — **I. Interior Design**

1. Furniture / Electrical Plans

2. Floor Covering Plans

3. Selected Interior Details

4. Finish Schedule

Responsibility

5. Color / Material Boards (physical and electronic format)

6. Preliminary FF&E specification book and budget

7. Site furnishings (carried as an allowance). Locations will be identified.

County **J. Fine arts and crafts (allowance)**

Cooper Carry 1. Location plans and elevations of key art pieces that require blocking and / or power and lighting.

K. Conveyance equipment

Cooper Carry 1. Elevators (capacity, speed, type, cab sizes, etc.)

Cooper Carry 2. Escalators (capacity, speed, type, etc.)

Cooper Carry 3. Dumb waiters, if applicable

Cooper Carry 4. Dock levelers (automatic)

Cooper Carry 5. Handicapped lifts (where required)

Cooper Carry 6. Enlarged plans, elevations, sections and details indicating the design and finish of escalators (truss enclosures) and elevators (hall lanterns, call buttons, hoistway entrances/doors and cab interiors)

L. Mechanical design/documentation (design parameters and criteria, no details or specific manufacturer selections)

Cooper Carry 1. General HVAC layout and specifications:

(a) Each mechanical room shall be drawn to a scale sufficient to verify that the intended equipment can be installed while maintaining required access to all equipment for maintenance (rooms may be oversized to accommodate final equipment selection by the Design-Builder).

(b) Representative layouts of components, such as VAV boxes

(c) Floor plans of duct routing for main trunk lines, system distribution of mains.

(d) Riser diagrams

(e) Equipment schedules

Cooper Carry 2. Energy conservation: requirements to zone the building in order to

Responsibility	
	reasonably minimize utility consumption.
Cooper Carry	3. Source of heating and cooling generation
	(a) Cooling generation equipment, chillers and cooling towers (size, type and locations)
	(b) Heating generation equipment (size, type and locations)
	(c) Pumping and water treatment requirements
	(d) Heat exchangers
	(e) Anticipated "stand alone" systems for retail, elevator machine rooms, computer rooms, etc. (to include all split systems, RTUs, and thru-wall units)
	(f) Unit heaters/cabinet unit heaters (size, quantity and type)
	(g) Fuel source, fuel storage tanks, fuel distribution systems
	(h) Radiant heating systems – if required (fin tube, etc.)
Cooper Carry	4. Chilled and hot water distribution:
	(a) Size, location and type for main chilled and hot water piping loops
	(b) Piping insulation requirements
Cooper Carry	5. Air distribution:
	(a) Heating and ventilating systems description/type of equipment
	(b) Air supply units showing CFM (for AHUs, VAVs and FCUs)
	(c) Smoke control and evacuation system requirements
Cooper Carry	6. Exhaust systems, including design and testing criteria:
	(a) Smoke control and evacuation systems
	(b) Grease exhaust systems
	(c) General exhaust systems (including toilet and general)
	(d) Vehicle storage area exhaust system

Responsibility

(e) Special exhaust systems (laundry, dishwasher)

(f) Flue systems (for boilers, water heaters)

(g) Kitchen exhaust scrubbers (if required)

Cooper Carry — 7. Special mechanical system requirements including design and testing criteria

(a) Sound and vibration control (for equipment isolation)

(b) Sound attenuation (for sound transmission through ductwork, etc.)

(c) Special kitchen requirements

(d) Special exhaust systems

Cooper Carry — 8. Building automation controls system requirements, to monitor and control the operations of all aspects of the hotel

Cooper Carry — 9. Other considerations

(a) Exposed visual impacts

(b) Required access, chases and clearances

(c) Emergency generator exhaust and intake ductwork (if generator is located in interior space)

(d) Location and weights of major pieces of equipment

County — 10. Test and balance criteria

(a) Any requirement for independent testing

M. Plumbing design/documentation

Cooper Carry — 1. General piping layout and specifications and Floor plans showing locations and quantity of fixtures, house tanks, pumps, drains as well as major piping systems including sanitary, storm, domestic water and fire standpipes. All sizes should be indicated.

Cooper Carry — 2. Energy source requirements (including gas, electric, solar, steam, etc.) to zone the building in order to reasonably minimize utility consumption.

Responsibility

Cooper Carry

3. Plumbing systems description:

   (a) Equipment schedule indicating Sizes and general locations for domestic water surge/storage tanks, softener, booster pumps, main water heaters, hot water storage tanks, hot water circulation pumps, remote water heaters, permanent dewatering sumps/pumps, etc., giving their capacities, location and characteristics

   (b) Sizes and locations of main cold water and hot water distribution piping loops

   (c) Piping insulation requirements

   (d) Hot water heat maintenance cabling (if required)

   (e) Plumbing fixture schedule: toilets, urinals, lavatories, sinks, drinking fountains, hydrants, shower heads, etc. (indicating fixture counts, type and locations)

   (f) Riser diagrams with pipe sizes indicated

   (g) Special requirements indicated for kitchens, laundry, restaurants, bar

Cooper Carry

4. Storm system

   (a) Roof drainage layout, including hard-piped emergency roof drains

   (b) Oil/water separator for loading dock, etc.

   (c) Trench drain locations

Cooper Carry

5. Sewer

   (a) Floor drains

   (b) Floor sinks

   (c) Interior manholes, main discharge piping to utility connections

   (d) Sewage ejector requirements (if required)

   (e) Grease traps (for both main and undersink)

   (f) Trap primer requirements

Responsibility

Cooper Carry 6. Gas requirements

(a) Size and location of main gas piping loop

(b) Description of gas booster system (if required)

Cooper Carry 7. Special plumbing system requirements

(a) Beverage conduit system
(b) Methane gas collection/mitigation system

Cooper Carry 8. Other considerations

(a) Exposed visual impacts

(b) Acoustical and vibration control

(c) Required access, chases and clearances

N. Fire protection design/documentation (design parameters and criteria, no details or specific manufacturer selections)

Cooper Carry 1. Size/metering requirements of fire water supply line

Cooper Carry 2. Fire protection systems description:

(a) Designation of areas to be sprinkled

(b) Size and location of fire pump

(c) Type of sprinkler heads (recessed, pendant, etc.)

(d) Description of stand pipe system

(e) Riser diagrams

Cooper Carry 3. Special fire protection systems:

(a) Pre-action systems

(b) FM-200 systems, kitchen ansul, dry chemical, halon, etc.

(c) Linen Chutes, etc.

Cooper Carry 4. Other considerations:

(a) Exposed visual impacts

Responsibility

(b) Required access, chases and clearances

O. Electrical design/documentation

Cooper Carry 1. Power service and distribution:

(a) Sources for normal and emergency power (drawing showing power "riser" and/or "one-line" diagram)

(b) Basic equipment requirements and schedules

(c) Metering criteria

(d) Main service transformer responsibility (furnished by utility or contractor)

(e) Riser diagrams

(f) Site plan showing incoming power service with manholes and related equipment.

Cooper Carry 2. Convenience power requirements:

(a) Approximate receptacle density

(b) Description of devices

Cooper Carry 3. Lighting requirements

(a) Lighting fixture schedule

(b) Interior lighting layout for high finish areas

(c) Site lighting requirements

(d) Façade lighting requirements

Cooper Carry 4. Lighting control system description

Cooper Carry 5. Food Service Requirements:

(a) Electrical requirements per food service equipment schedule

Cooper Carry 6. Telephone systems:

(a) Conduit/cabling from MDF to IDF rooms

Responsibility	
	(b) Cable tray layout
Hotel	(c) PBX head-end equipment (allowance)
Hotel	(d) Handsets and instruments (allowance)
	(e) DATA cabling
	(f) Site plan showing incoming telephone service with manholes and related equipment.
Cooper Carry	7. Fire detection and alarms
	(a) Schematic riser diagrams of fire alarm, smoke & heat detection, sprinkler alarms, security monitoring and telephone system.
Cooper Carry	8. Security systems:
	(a) Access control
	(b) CCTV
Cooper Carry	9. Lightning protection requirements
Cooper Carry	10. Emergency power systems:
	(a) Emergency generator requirements
	(b) Automatic transfer switching (with or without isolation/bypass)
	(c) Uninterrupted power supply requirements
Cooper Carry	11. Electrical design/documentation:
	(a) Preliminary equipment layouts
	(b) Required space for equipment
	(c) Required chases and clearances

(d) Each primary Electrical Room drawn to a scale sufficient to verify that the intended equipment can be installed while maintaining required access to all equipment for maintenance. (Rooms may be oversized to accommodate final equipment selected by Design-Builder.)

(e) Cross-sections of major utility corridors through the building developed to generally confirm that planned conduit, lights, ducts and pipes will fit the given volume while maintaining headroom.

P. Specialty Lighting

1. Prepare design development lighting and control plans on CADD backgrounds provided by the Architect. These plans shall show how fixtures and transformers for low voltage lights are grouped for control. They shall also show the location of control devices and coordinate with the Electrical Engineer for dimmer racks.

2. Prepare design development lighting sketches and fixture schedules.

3. Assist in preparing design development drawings and sketches of any custom lighting treatments within the scope of work.

4. Provide design development lighting control specifications and cut sheets. The specifications shall be arranged in a format as directed by the Architect. The specifications shall describe the control and dimmer system components, functions and electrical requirements. Include dimmer zone channel numbers. Coordinate power circuit requirements with division 16.

5. Provide catalogue sheets as part of specifications of all standard fixtures and sketches of all non-standard fixture types. Sheets shall be highlighted with notes delineating any transformer access requirements, rated ceiling or plenum requirements and identify weights and support conditions for fixtures requiring the Architect or other consultants to coordinate their work with fixture selection.

6. Prepare an "un-installed unit cost" estimate for lighting fixtures, and "lump sum cost" for controls, to establish the Architectural Lighting Fitting and Controls Budget.

Q. Food Service and Laundry

1. Develop and refine the food & beverage services and laundry facility areas into larger scale functional documents. The documents

will include:

a. Refined equipment layouts at ¼" scale.

b. Equipment schedules, including manufacturer names, model numbers, remarks, etc.

c. Itemized utility requirements for each item indicating specific electrical, mechanical, and HVAC requirements.

2. Coordination with the project design and engineering team members to refine the design and make adjustments to the manufacturer's model numbers and alternatives to be considered.

3. Updated equipment costs.

S. A/V and Acoustic

1. Develop detailed surface geometries and material specifications for acoustically sensitive spaces and work with the Architect to develop appropriate vocabulary of finishes.

2. Recommend appropriate details for sound-isolating wall and floor/ceiling constructions, door, vestibules, structural isolation joints, smoke hatches, etc.

3. Develop solutions for physical and electronic adjustable acoustic systems and coordination with the architectural and mechanical systems.

4. Develop audiovisual system designs and prepare functional system descriptions and preliminary diagrams.

5. Development of cabling infrastructure, conduit and cableway designs for coordination with Electrical Engineer and other specialty consultants.

6. Develop detailed audiovisual equipment room and closet layouts for coordination with Architect and other consultants. These plans shall include room size, equipment layouts, equipment clearance requirements, electrical and power requirements, power and grounding panel and devise locations, lighting requirements, updated heat loads, ventilation and occupancy ratings.

Responsibility

7. Develop audiovisual device and raceway plans and system riser diagram from CAD backgrounds provided by Architect. This drawing series shall depict audiovisual device and raceway box locations as well as raceways for coordination purposes and to guide the Electrical Engineer in developing power and grounding designs and coordination with various technical system raceways.

U. Design Development Specifications

Cooper Carry 1. List applicable Codes and regulations and dates of publications governing the project. (These will be the Codes in effect on the date of submission for a Building Permit.)

Cooper Carry 2. Draft technical Specifications of all Specification sections
   (a) Any special specification requirements (Exposed Architectural Structural Steel (AESS) as example)

Cooper Carry 3. ADA special requirements

Cooper Carry 4. Proposed Division 1 of the Specifications

Cooper Carry 5. Materials testing and inspection criteria: Establishment of requirements not provided by others

6. See specification requirements on attached Exhibit F1

V. Prose Statement

Cooper Carry 1. "Prose Statement" shall mean the detailed listing developed by Design Architect of all incomplete design elements contained in the Final GMP Drawings and Specifications. The Prose Statement is the Design Architect's statement of intended scope with respect to such incomplete elements.

Turner 2. Within sixty (60) days after receipt of Design Development Drawings/Specifications and Prose Statement, Design-Builder shall submit to Owner and Design Architect their proposed GMP along with their qualifications and assumptions based upon the Design Development Documents and the Prose Statement.

W. Notes

Cooper Carry 1. All Architectural Drawings shall be drawn to scale and/or with major dimensions

Cooper Carry 2. In addition to the information noted within this document, the Design Development Drawings/Specifications may include any additional architectural tools which may facilitate the Design-Builder's pricing effort.

Exhibit F-1

Specifications for the GMP Drawings and Specifications

The level of Specifications for the GMP Drawings and Specifications shall be as set forth in this Exhibit F-1; provided, however, that the specificity of the same shall be at the design development level of documentation. The Design-Builder is expected to understand that the GMP Drawings and Specifications will be at a design development level of completion, and thus not complete construction documents, and that the GMP proposed by the Design-Builder will be based on the GMP Drawings and Specifications, the Prose Statement, and the GMP qualifications and assumptions that are approved by the County and Criteria Architect.

SPECIFICATIONS

Each Section to include at least three (3) equivalent and acceptable manufacturers for each product, describe the extent of the work included and any special conditions.

1. General Conditions
    a. Give any additional supplementary general conditions and/or special conditions.
2. Demolition
    a. Special instructions.
3. Underpinning
    a. Type and location
4. Piles
    a. Type, capacity and number, if not shown on plans.
    b. Lengths to be given by Engineer or agreed upon from boring data, if available.
5. Excavation
    a. Extent of excavation of mechanical trades, building and site.
    b. Earth excavation assumed unless otherwise shown on borings, drawings, or specified.
    c. Special conditions such as crosslot bracing, sheeting, surcharge, porous fill, etc.
6. Site Work
    a. Describe excavation and grading.
    b. Specify site structures such as manholes, catch basins, tank foundations, retaining walls, bridges, electrical sub-stations, etc.
    c. Specify paving and curbs, for roads and parking areas.
    d. Specify storm water system, water system, electric site work, etc. (if not included in mechanical specifications).
    e. Specify finishes.
    f. Give allowance for work not described.

g. Landscaping, topsoil, planting - description and extent.

7. Foundations

   a. Specify concrete mixes and reinforcing.
   b. Specify construction pattern, including expansion joints, water stops, etc.
   c. Specify waterproofing, type and locations
   d. Specify dampproofing, type and locations.
   e. Foundation drainage system.

8. Structural Steel

   a. Give engineers' tonnage.
   b. Indicate if tonnage includes hung spandrel lintels and other special steel; if not, specify.
   c. Type of connections.
   d. Specify shop and field paint, and extent.
   e. Special conditions such as trusses, etc.
   f. Specify strengths of steel.

9. Metal Deck

   a. Specify type, gauge and locations.

10. Bar Joists

    a. Type of designation.
    b. Spacing and live load.
    c. Give Engineers' tonnage.

11. Concrete Work - Superstructure

    a. Types of concrete and where used.
    b. Specify concrete mixes.
    c. Thickness of fills and where used.
    d. Specify finishes.
    e. Specify reinforcing in slabs, rods or mesh and sizes.
    f. Specify column fireproofing, interior and exterior.
    g. Describe concrete stairs, stair pan fill and finish.
    h. Describe machine, equipment, and miscellaneous pads and bases.
    i. Describe Site Concrete Work.
    j. Specify precast concrete plank.
    k. Describe special hangers and inserts.

l. Special conditions, such as screed coats, membrane protection, fills, etc.

12. Masonry
    a. Specify face brick or F.O.B. allowance per M.
    b. Specify face brick bond and mortar mix including admixtures.
    c. Masonry reinforcing.
13. Cut Stone Work
    a. Specify kind and locations.
    b. Specify thickness, finish, support, anchorage or backup.
    c. Specify finish.
14. Roofing and Sheet Metal Work
    a. Specify insulation, ply, bond, etc. for roof.
    b. Specify flashing material and gauge.
    c. Specify location, size, gauge and finish of louvers.
    d. Specify material, type (felt or fabric) and ply of membrane waterproofing.
    e. Specify location, gauge, finish of gravel stops and fascia's.
    f. Specify special terrace finishes.
15. Dampproofing
    a. Specify type, application and locations.
    b. Specify insulation and protection.
16. Caulking
    a. Specify kind of material.
17. Metal Furring, Lathing & Plaster (if used)
    a. Specify gauge and weight of lath, location of corner and base beads.
    b. Specify types of plaster.
    c. Indicate furring on exterior and interior walls, if any.
    d. Special finishes.
18. Terrazzo Work
    a. Specify type and locations.
    b. Specify base (as to height and cove or straight).
19. Tile Work
    a. Specify size, type, finish of wall and floor tile.
20. Resilient Flooring
    a. Specify location, grade and thickness of vinyl or rubber tile floor.

b. Specify base (as to kind, height, cove or straight).

c. Mats, thresholds, etc.

21. Architectural Metal

a. Enumerate architectural metal items.

b. Specify gauge, finish and grade of enumerated items.

c. Specify flashing material and gauge.

d. Hardware and glass if any in this section.

e. Give allowance for work not detailed.

22. Exterior Metal Siding

a. Specify gauge, finish, insulation, material, type of fastening and sub-framing.

23. Metal Windows

a. Specify type, gauge, and finish of windows.

b. Special sash - operable sections, etc.

24. Miscellaneous Iron

a. Enumerate items and locations.

b. Describe steel stairs and railings.

25. Steel Rolling Doors/Overhead Doors

a. Specify type and location.

26. Gypsum Drywall Partitions

a. Specify type and location.

b. Special requirements - insulation, bumper rails, etc. .

27. Carpentry & Millwork

a. Specify kind and locations of paneling and cabinet work, ceilings, glazed partitions, doors etc.

b. Describe type and location of stud partitions.

c. Specify type and location of folding partitions.

d. Indicate nailers, blocking and grounds for other than millwork.

e. Hardware, if any, in this section.

f. Specify back painting

g. Special millwork.

h. Wood Doors.

28. Insulation

a. Specify insulation such as under slabs, at exterior walls, firestop, etc.

29. A.C. Enclosure & Venetian Blind Pockets
    a. Specify quality, type, gauge of material and finishes.
    b. Special a.c. enclosures.
30. Hollow Metal Work
    a. Specify quality, type, gauge of material and location for doors and frames.
    b. Describe borrowed lights, column closures, etc.
31. Finish Hardware
    a. Specify quality, special hardware, or allowance.
32. Metal Toilet Partitions
    a. Specify quality, type, locations, accessories and hardware.
33. Glass and Glazing
    a. Specify kind, thickness and locations.
    b. Specify glazing compound.
    c. Specify mirrors.
34. Acoustical Ceilings
    a. Specify quality, type and method of suspension.
35. Paint & Finishing
    a. Specify paint for plaster, metal, wood and masonry.
    b. Specify special wall coverings, such as fabrics, cement glaze, etc.
    c. Specify finish on millwork.
    d. Specify mechanical painting.
36. Linen Chute
    a. Indicate number of openings.
37. Food Service Equipment - Kitchen/Restaurant/Bar/Pantry/Vending Machines/etc.
    a. Enumerate fixtures.
    b. Describe walk-in refrigerators.
    c. Specify special equipment.
    d. Enumerate furniture items.
    e. Dollar allowance, in lieu of above.
38. Miscellaneous Specifications - Quantity, quality and locations should be indicated.
    a. Blinds
    b. Lockers & benches
    c. Toilet Accessories

d. Laboratory Equipment/Casework

e. Automatic Doors

f. Skylights

g. Laundry Equipment

h. Raised Computer Flooring

i. Special Storage Units

j. Locker Room Equipment

k. Rubbish Compactors

l. Flagpoles

m. Signs

n. Stage Equipment .

o. Dock Levelers

p. Window Washing Equipment

q. Other

39. Plumbing

a. Describe location, pressure of and distance to source of water.

b. Specify depth of any wells and type or give allowance.

c. Give cold water volume requirements for building, and other uses.

d. Describe sanitary and storm drainage systems in building and on site.

e. Give locations of sewer or any septic tanks.

f. Give maximum flow of combined drainage including sanitary, storm, laboratory and emergency.

g. Describe source of water for fire protection system.

h. Describe, and specify characteristics, and requirements for other systems such as gas, soap, services for laboratories, etc.

i. Describe and locate wet column.

j. Specify standards for fixtures, piping and equipment.

k. Specify test requirements.

l. Specify insulation as to scope and quality.

40. Sprinklers

a. Describe sprinklered areas.

b. Describe site work:

c. Source and location

d. Specify piping and manholes, hydrants, P.I.V.'s

e. Specify capacity, type and location of storage tank

f. Specify type of systems (wet, dry, or deluge, etc.) and locations.

g. Specify standards of equipment, type of heads, and other fixtures.

h. Specify alarm system.

i. Specify test requirements.

41. HVAC

a. Specify design criteria, provide cooling and heating loads, define building hydronic pressure zones, and airside pressure conditions.

b. Give engineer's cooling tonnage required, noting any extra capacity to be provided.

c. Describe basic cooling and heating systems.

d. Specify all equipment as to quality, capacity (unless scheduled on plans), materials, accessories, and features.

e. Specify pipe, valves, fittings, hangers, and appurtenances for each piping system.

f. Specify any glycol and/or chemical treatment systems.

g. Specify standards for sheet metal duct construction, all VAV or fan powered terminal units, heating coils, air distribution devices, balancing dampers, fire and smoke dampers, etc.

h. Specify duct and pipe insulation, sound attenuation, and vibration isolation.

i. Specify automatic temperature controls and any automation system, including whether pneumatic or electric, remote control and monitoring features, controllers, sensors, valves, dampers, thermostats, wiring, etc., together with cross connections with building fire alarm and security systems.

j. Specify requirements for start up, testing, and balancing.

k. Specify standards for electric motors, starters, motor control centers, etc., furnished by mechanical with delineation of responsibility for installation and wiring.

l. Specify and describe any requirements for mechanical work associated with an emergency generator such as fuel oil tanks, pumps and piping, engine exhaust piping, louvers, plenums, cooling water piping, ventilation system, etc.

m. Specify and describe any special requirements such as heating coils in pavement, heat tracing of piping, site work, laboratory systems, etc.

n. Specify requirements for submittals, shop drawings, coordinated drawings, maintenance manuals, test reports, balancing reports, training, etc.

o. Include equipment schedules for any mechanical equipment not scheduled on drawings.

42. Electrical

a. Describe primary source current characteristics and location, and whether service will be underground or overhead.

b. Specify who is to bring electric service to the building.

c. Describe service entrance including any transformers, vaults, network protectors, sub-stations, main switchgear, number, size and type main feeders, and responsibility for installation of the various components.

d. Specify standards and requirements of main switchgear.

e. Give design electrical power loads for HVAC, building service power, elevators, lighting, appliance power, etc.

f. Specify illumination requirements in foot-candles for the various building areas.

g. Define core and shell versus tenant finish work.

h. Describe lighting and power distribution systems as to standards, characteristics of power, metering, etc.

i. Specify materials and methods for conduit, wire, buss ducts, etc.

j. Specify standards and characteristics of lighting panels and power panels.

k. Specify building standard lighting fixtures or stipulate an allowance for same.

l. Specify building standard light switches, receptacles, etc., or stipulate an allowance for same.

m. Specify floor distribution system as to in floor fill, under floor, floor duct, or in raised floor system.

n. Specify and describe special systems such as fire alarm, intercommunication, CCTV, security, TV, building management, telephone, etc.

o. Define division of responsibility for building management system as applicable.

p. Specify or give allowance for special ceilings, etc.

q. Specify or give allowance for special provisions for computer rooms, UPS systems, etc.

r. Specify and describe site lighting.

s. Schedule any equipment or fixtures not scheduled on plans.

43. Elevators

a. Specify elevator characteristics as to type, speed, capacity, operation.

b. Specify number of cars for low, medium and high rise with number of openings for each.

c. Specify or give allowance for cabs.

d. Specify material, gauge, finish for typical openings.

e. Specify special openings.

f. Specify corridor and special fixtures.

g. Specify above information for freight cars.

44. Escalators

a. Specify number, size, speed, type and number of floors served.

b. Specify material, gauge and finishes of rails, deckboards, etc.

45. Dumbwaiters

a. Specify number, size, speed, type operation and number of floors served by each.

b. Specify material, gauge and finishes of openings.

EXHIBIT G

Payment Schedule

The following payment schedule is based on a fee of $2,100,000.00 for Criteria Architect only. The fees will be adjusted to include Consultant fees upon approval of such Consultants and their fees.

Due to the overlap of Construction Documents and Contract Administration, the fees for these services have been combined and evenly distributed across the span of months covered by both.

		SD	DD	CD + CA
2013				
August	$144,495			
September	$144,495			
October	$144,495			
		$433,485		
November	$225,989			
December	$225,989			
2014				
January	$225,989			
February	$225,989			
March	$225,989			
			$1,129,945	
April 2014 - May 2016	$20,637.31			
26				
				$536,570
Total Criteria Arch	$2,100,000			

The total Consultant's fees of $2,282,895 will be paid monthly by dividing the fees set forth on Exhibit D for the applicable design phase by the following: (a) DD Phase fees shown on Exhibit D shall be divided by 5, and (b) the total of the CD and CA Phases fees shown on Exhibit D shall be divided by 26.

EXHIBIT H

Description of Project Site

See the attached 3-page description prepared by Neff & Associates.

NEFF & ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors

Legal Description
Hotel Parcel
November 5, 2013
File No. 13258E-LD001
Page 1 of 1

Situated in the City of Cleveland, County of Cuyahoga, State of Ohio and known as being all of Parcel "C" and part of Parcel "D" in the Plat of Survey, Consolidation and Partition for The County of Cuyahoga, Ohio of part of Original Two Acre Lots, Nos. 37, 38 and 39 as shown by the recorded plat in Volume 365 of Maps, Page 02 of Cuyahoga County Records and is further bounded and described as follows:

Beginning at the intersection of the Northeasterly right of way line of Ontario Street (99 feet wide) with the Southeasterly right of way line of Lakeside Avenue N.E. (99 feet wide), the same being the Northwesterly corner of said Parcel "C";

Course 1 Thence North 55°-52'-41" East, along said Southeasterly right of way line of Lakeside Avenue N.E., a distance of 348.26 feet to a point distant 75.00 feet Northeasterly measured along said Southeasterly right of way line from the Northeasterly corner of said Parcel "C";

Course 2 Thence South 34°-17'-38" East, parallel with the Northeasterly line of said Parcel "C", a distance of 307.65 feet to the intersection with the Northeasterly prolongation of the Southeasterly line thereof;

Course 3 Thence South 55°-42'-22" West, along said Northeasterly prolongation and Southeasterly line thereof, a distance of 349.56 feet to the Southeasterly corner of said Parcel "C" and the aforesaid Northeasterly right of way line of Ontario Street;

Course 4 Thence North 34°-03'-06" West, along said Northeasterly right of way line of Ontario Street, a distance of 308.70 feet to the place of beginning and containing 2.4684 Acres (107,525 Square Feet) of land.

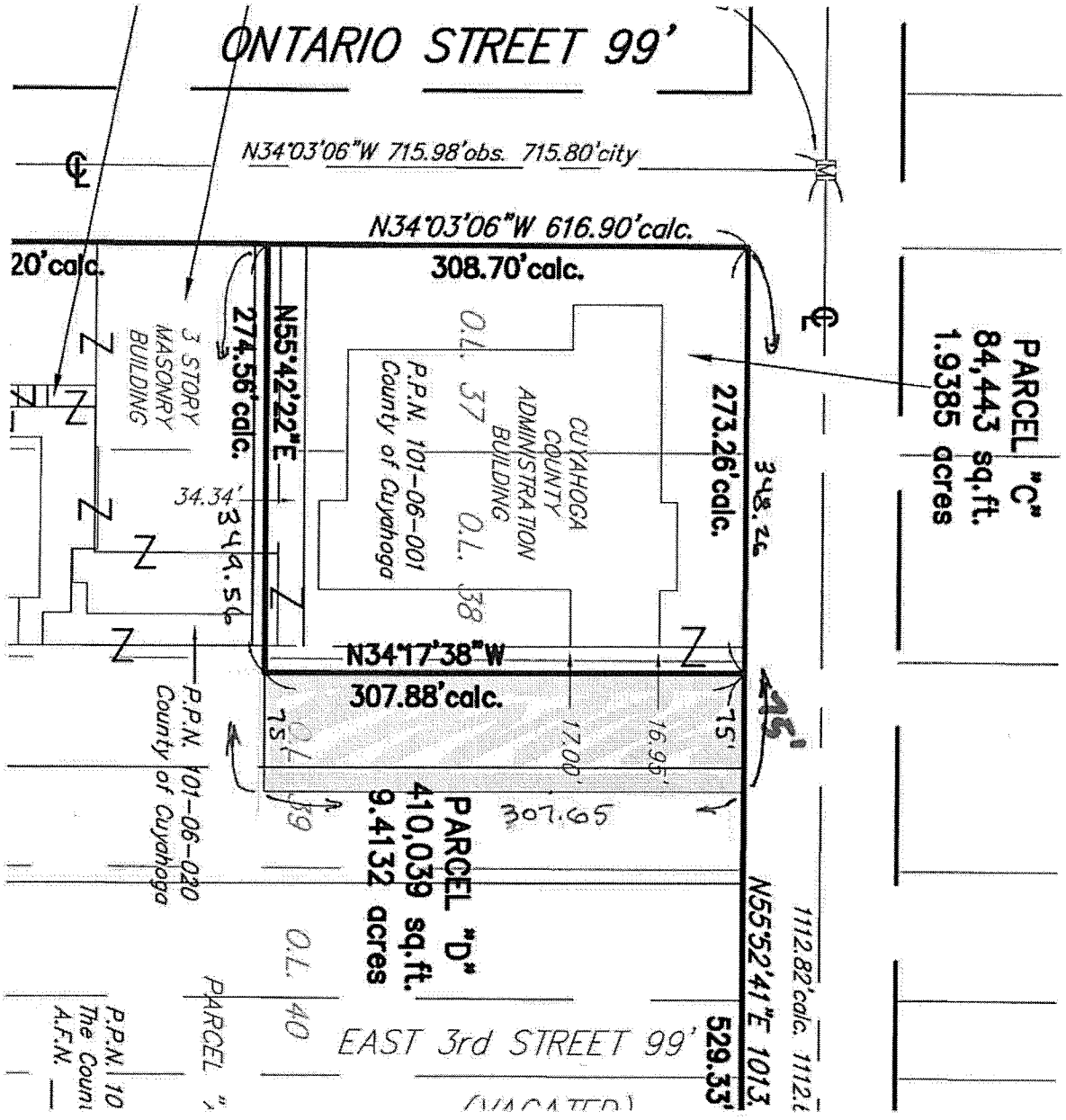
Be the same more or less, but subject to all legal highways and easements of record.

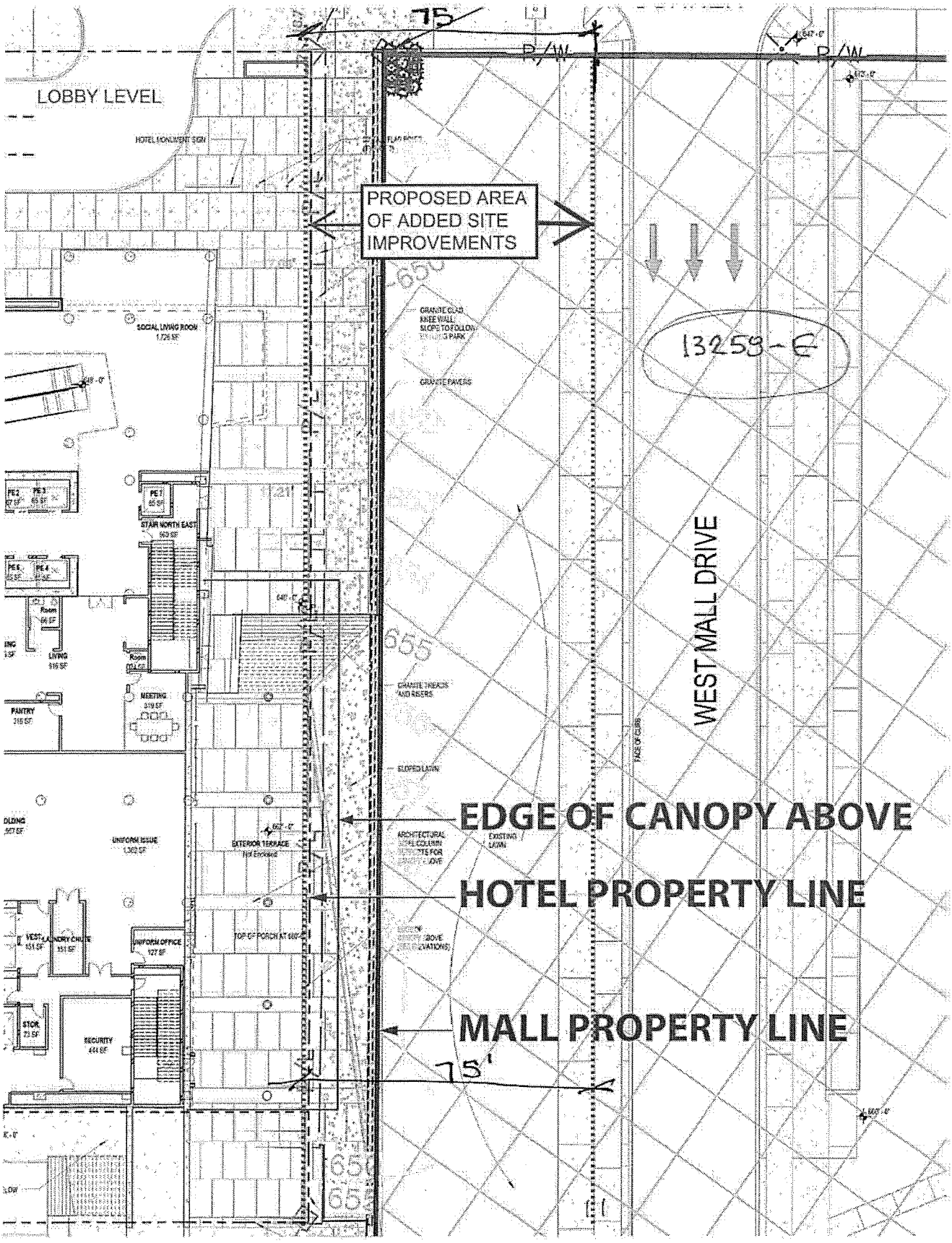
6405 York Road
Parma Heights, OH 44130

www.Neff-Assoc.com

Tel: 440.884.3100
Fax: 440.884.6443

N:\LAND DEVELOPMENT\Proj\13258E County Hotel Site\Survey\13258E Easement-.dwg, PG1, 11/5/2013 12:21:05 PM





LOBBY LEVEL
PROPOSED AREA OF ADDED SITE IMPROVEMENTS
WEST MALL DRIVE
EDGE OF CANOPY ABOVE
HOTEL PROPERTY LINE
MALL PROPERTY LINE
13259-E
75
75'

EXHIBIT I

Other Basic Services

None.

EXHIBIT J

Differentiation Document

Attached to this **Exhibit J** is the Preliminary Differentiation Document. The parties shall update and revise the same by mutual agreement as the Project progresses.

DIFFERENTIATION CHECKLIST
FOR THE
CLEVELAND HQ HOTEL
CLEVELAND, OHIO

DESIGN CATAGORIES:

ARCHITECT CONTRACT:

	Includes:
A	Architect (includes MEP Criteria and MEP Peer Review)
I	Interior Designer
S	Structural Engineer
C	Civil Engineer
AC	Acoustical Consultant
ADA	ADA Consultant
ART	Art Consultant
CODE	Code Consultant / Life Safety Consultant
EL	Elevator Consultant
EXT	Exterior Wall Consultant
HDWR	Hardware Consultant
KC	Kitchen Equipment Designer
L	Landscape Designer
LC	Laundry Rm Designer
LIT	Lighting Consultant
SEC	Security Consultant
SN	Graphics Designer
SPEC	Specification Consultant
WTRP	Waterproofing Consultant
CT	Communications Technology (telephone, wireless, cellular, MATV, etc)

NOTE 1: Architect shall coordinate ALL consultants whether under contract by them or by others through the Design Development Phase.

NOTE 2: Architect shall review the work of DB or Owner's consultants during Constructin Documents and Construction to ensure design intent is maintained.

OWNER CONTRACT:

	Includes:
-	Cost Estimating
-	Environmental
-	Geotechnical
-	Survey
-	Artist
-	Testing
-	Retail
-	Insurance
-	Legal
-	Purchasing
-	Archeologist
DB	DESIGN BUILDER
H	HOTEL OPERATOR
TENANT	TENANT

DB CONTRACT

M	Mechanical Engineer
E	Electrical Engineer & Life Safety
P	Plumbing Engineer & Fire Sprinkler
AV	AV Consultant
FTN	Pool & Fountain Consultant
MAIN	Exterior Maintenance Consultant
AR	Architect of Record
VT	Vertical Transportation Subcontractor

PURCHASING / INSTALLATION CATAGORIES:

AVV	AUDIO VISUAL VENDOR
CITY	CITY OF CLEVELAND
COMPV	COMPUTER SYSTEM VENDOR
FF&E	FF&E BUDGET
DB	DESIGN BUILDER BUDGET (DB)
IN	INSTALLATION CONTRACTOR FOR FF & E
KEC	KITCHEN EQUIPMENT CONTRACTOR
LEC	LAUNDRY ROOM EQUIPMENT CONTRACTOR
O	OWNER
OS&E	OS&E BUDGET
PA	FF&E PURCHASING AGENT
POSV	P.O.S. SYSTEM EQUIPMENT VENDOR (recommend via hotel operator)
SECV	SECURITY VENDOR
CTV	COMMUNICATIONS SYSTEM VENDOR (tele, wireless, cell, MATV, etc)
V	VENDOR PROVIDED ITEM
U	UTILITY COMPANY

NOTE: DB to coordinate all vendors not contracted with DB.

CLEVELAND HQ HOTEL PROJECT
CLEVELAND, OH

10/22/2013

DESIGN / PURCHASE / INSTALLATION RESPONSIBILITY MATRIX [ ] - Party with Primary Responsibility when there are multiple parties involved	DESIGN RESPONSIBILITIES		PURCHASING RESPONSIBILITIES		
	SD/ DD BY CRITERIA ARCHITECT	CD/ CA BY ARCHITECT OF RECORD	BUDGET	PURCHASING RESPONSE	INSTALL RESPONS.
A. SITEWORK					
1. Demo / Excavation					
a. Site Grading Plan	A/[C]/L	AR/[C]/L	DB	DB	DB
2. Site Lighting					
a. Lighting - Parking / Street	[LIT]/A/L/C/E	[E]/LIT	DB	DB	DB
b. Landscape Lighting	[LIT]/A/L/C/E	[E]/LIT	DB	DB	DB
c. Building Lighting	[LIT]/A/L/C/E	[E]/LIT	DB	DB	DB
d. Decorative Exterior Lighting (Rough-in / final connection by contractor)	[LIT]/A/L/C/E	[E]/LIT	FF&E	PA	IN
3. Site / Exterior Signage					
a. Sign Support / Blocking (Unistrut, Tube Steel, backing, etc.)	[A]/SN/S	[AR]/SN/S/E	DB	DB	DB
b. Description / Traffic / Striping	[A]/L/C	[AR]/L/C	DB	DB	DB
c. Monument Sign Foundation	[A]/SN/S	[AR]/[SN]/S/E	DB	DB	DB
d. Monument Signage and design of architectural portion of base	A/[SN]	SN	DB	DB	DB
e. Building Marquee Sign	A/[SN]	SN	DB	DB	DB
f. Exterior Directional Signage	A/[SN]	SN	DB	DB	DB
g. Power Rough-in / Disconnects to Illuminated Bldg Signs	A/SN/[E]	E	DB	DB	DB
h. Uplighting @ Exterior Signs	A/SN/E/[LIT]	E	DB	DB	DB
i. Parking Lot Signage	A/[SN]	SN	DB	DB	DB
j. Temporary Project Identification Sign (During Construction)	A/[SN]	AR/[SN]	DB	DB	DB
4. Site Paving					
a. Roadway / Curbs	A/[C]	C	DB	DB	DB
b. Sidewalks	A/[C]	C	DB	DB	DB
c. Special Paving	A/[C]	C	DB	DB	DB
d. Pedestrian Path	[A]/L/C	AR/[C]/L	DB	DB	DB
5. On-Site Utilities					
a. Gas	A/[C]/P	AR/[C]/P	O	V	V
b. Electrical / Telephone / CATV	A/C/[E]	AR/C/[E]	V	V	V
c. Site Lighting / Landscape Lighting	[LIT]/A/L/C/E	E	DB	DB	DB
d. Plumbing / Electrical Rough-in & Terminations to Site Features / Equip	A/L/C/[E/P]	M/E/P	DB	DB	DB
e. Underground Sewer, Water and Storm Utilities	A/[C]	AR/[C]	DB	DB	DB
f. Streetscape Lighting	A/[C]/L/LIT/E	AR/C/L/LIT/[E]	DB	DB	DB
6. Off-Site Utilities					
a. Street Improvements	A/[C]	AR/[C]	DB	DB	DB
b. Sanitary Sewer, Water and Storm Utilities	A/[C]	AR/[C]	DB/O	DB/O	DB/O
c. Gas	A/C/[U]/M	AR/C/[U]/M	O	O	U
d. Electrical	A/C/[U]/E	AR/C/[U]/E	O	O	U
e. Traffic/Signalization	A/C/[U]/E	AR/C/[U]/E	O	O	U
f. Streetscape Lighting	A/[C]/L/LIT/E	AR/C/L/LIT/[E]	DB	DB	DB
g. Telephone / CATV	A/C/[U]/E	AR/C/[U]/E	V	V	V
h. Fiber	A/C/[U]/E	AR/C/[U]/E	V	V	V
i. Central City systems (chlled water, steam, etc.)	A/C/[U]/M	AR/C/[U]/M	DB/O	DB/O	DB/O
j. Heritage Trees	A/[C]/L	AR/[C]/L	DB	DB	DB
7. Landscape					
a. Site Retaining Wall / Planters	[A]/L/C	AR/[C]/L	DB	DB	DB
b. Irrigation / Drainage	A/[L]/C/P	L	DB	DB	DB
c. Exterior Planting and Interior Planting	A/C/[L]	AR/C/[L]	DB	DB	DB
d. Water Features / Fountains	A/C/L/[FTN]/P	AR/C/L/[FTN]/P	DB	DB	DB
e. Fixed Site Furnishings	[A]/I	[AR]/I	DB	DB	DB
f. Repositionable Site Furniture / Umbrellas / Layout / Specification	A/[I]	I	FF&E	PA	IN
g. Movable Planters / Soil	A/[I]	I	FF&E	PA	IN
h. Tree Preservation (Heritage Trees)	A/C/[L]	AR/C/[L]	DB	DB	DB
i. Canvas Awnings / Shades	A	AR	DB	DB	DB
j. Landscape/Hardscape Maint. Equipment	-	-	OS&E	H	H
8. Loading Dock Area					
a. Dock Levelers / Equipment	A	AR	DB	DB	DB
b. Dock Bumpers	A	AR	DB	DB	DB
c. Overhead Door @ Dock Area (Includes Electric Door Opener)	A	[AR]/E	DB	DB	DB
d. Fixed (Build-in Place) Storage Shelving	A	[AR]/E	DB	DB	DB
e. Loose Shelving	H	H	OS&E	PA	IN
f. Trash Compactor	[V]/A/E	[V]/AR/E	OS&E	H	V
g. Trash Dumpsters	V	V	OS&E	PA	V
h. Bailer (if required)	[V]/A/E	[V]/AR/E	OS&E	PA	V
i. Recycling Containers (Glass / Cardboard / Kitchen Grease)	[V]/A	[V]/AR	OS&E	PA	V
j. Garbage Can Wash Area	[A]/P	[AR]/P	DB	DB	DB

10/22/2013

DESIGN / PURCHASE / INSTALLATION RESPONSIBILITY MATRIX [ ] - Party with Primary Responsibility when there are multiple parties involved	DESIGN RESPONSIBILITIES		PURCHASING RESPONSIBILITIES		
	SD/ DD BY CRITERIA ARCHITECT	CD/ CA BY ARCHITECT OF RECORD	BUDGET	PURCHASING RESPONSE	INSTALL RESPONS
k. Emergency Generator	A/[E]	AR/[E]	DB	DB	DB
l. Grease Trap/Separator	A/[P]	P	DB	DB	DB
m. Electrical Rough-in and Connections for Dock & Trash Equipment	V/A/[E]	V/AR/[E]	DB	DB	DB
9. Grading					
a. Fine Grading	A/C/[L]	AR/C/[L]	DB	DB	DB
10. Accessories / Miscellaneous					
a. Ash Urns / Trash Receptacles	A/[I]	I	FF&E	PA	IN
b. Planters (Movable)	A/[I]	I	FF&E	PA	IN
c. Planters (Fixed)	A	AR	DB	DB	DB
d. Flag Pole	A	AR	DB	DB	DB
e. Flags	H	H	OS&E	PA	O
B. SITE AMENITIES					
1. Swimming Pool					
a. Swimming Pool / Whirlpool Design (assumed Design Build)	A/[FTN]	AR/[FTN]	DB	DB	DB
b. Swimming Pool / Whirlpool Construction	A/[FTN]	AR/[FTN]	DB	DB	DB
c. Fountains / Water Feature	A/[FTN]/P	AR/[FTN]/P	DB	DB	DB
d. Pool Equipment / Whirlpool Equipment - Fixed	A/[FTN]	AR/[FTN]	DB	DB	DB
e. Pool Equipment / Whirlpool Equipment - (fixed handicap lift)	A/[FTN]/S	AR/[FTN]/S	FF&E	PA	IN
f. Pool Accessories / Cleaning Equipment	A/[FTN]/O	H	OS&E	PA	IN
g. Pool Furniture / Movable Umbrellas	A/[I]	I	FF&E	PA	IN
C. GUESTROOMS & SUITES					
1. Furniture / Artwork / Artifacts / Mirrors:					
a. Artwork / Artifacts	A/I/[ART]	AR/I/[ART]	FF&E	PA	IN
b. In-wall Blocking for Artwork	[A]/I/ART	I/[AR]/ART	DB	DB	DB
c. Framed "Decorative" Mirrors (Vanity & Other)	A/[I]	I	FF&E	PA	IN
d. Full Height @ Closet Door	A/[I]	I	FF&E	PA	IN
e. Vanity Plate Glass Mirror	A/[I]	I	DB	DB	DB
f. Plate Glass Mirror @ Dry Bar / Wet bar	A/[I]	I	DB	DB	DB
2. Floor & Base:					
a. Carpet, Pad & Carpet Base (FF&E Furnished / Contractor Installed)	A/[I]	[AR]/I	FF&E/DB	PA	DB
b. Stone/Porcelain	A/[I]	[AR]/I	DB	DB	DB
c. Flooring Other (Wood)	A/[I]	[AR]/I	DB	DB	DB
e. Base other (wood/tile)	A/[I]	[AR]/I	DB	DB	DB
f. Thresholds / Transition Strips	A/[I]	[AR]/I	DB	DB	DB
3. Ceilings:					
a. Drywall Ceilings (Knock-Down / Smooth Finish)	A/[I]	[AR]/I	DB	DB	DB
b. Drywall Soffits & Articulation	A/[I]	[AR]/I	DB	DB	DB
c. Skimmed / Sprayed Ceilings (Knock-Down / Smooth Finish)	A/[I]	[AR]/I	DB	DB	DB
d. Painted Surfaces	A/[I]	[AR]/I	DB	DB	DB
f. Decorative Ceilings	A/[I]	[AR]/I	DB	DB	DB
4. Walls:					
a. Wall Texture (Knock Down / Smooth Finish)	A/[I]	[AR]/I	DB	DB	DB
b. Wallcovering (FF&E Furnished / Contractor Installed)	A/[I]	[AR]/I	FF&E/DB	PA	DB
c. Paint/Special Coatings	A/[I]	[AR]/I	DB	DB	DB
d. Marble or Tile Wall	A/[I]	[AR]/I	DB	DB	DB
5. Lighting:					
a. Recessed Lighting	A/I/E/[LIT]	[E]/ LIT	DB	DB	DB
b. Recessed Guestroom Sconces	A/I/E/[LIT]	[E]/ LIT	DB	DB	DB
c. General Lighting (i.e.. Fluorescent or Incandescent Fixtures)	A/I/E/[LIT]	[E]/ LIT	DB	DB	DB
d. Direct Connection Decorative Fixtures (i.e.. Wall Sconces, etc.)	A/I/E/[LIT]	I/[E]/LIT	FF&E	PA	DB
e. Chandeliers / Decorative Fixtures (at suites)	A/[I]/E/LIT	AR/[I]/E/LIT	FF&E	PA	DB
f. Decorative Plug-in Fixtures	A/[I]/E/LIT	AR/[I]/E/LIT	FF&E	PA	IN
6. Door Assemblies:					
Doors:					
a. Guestroom Entry Doors (Door Specification / Style / Finish)	A/[I]	[AR]/I	DB	DB	DB
b. Connector Doors	A/[I]	[AR]/I	DB	DB	DB
c. Interior Doors (Closet / Bathroom)	A/[I]	[AR]/I	DB	DB	DB
Hardware:					
d. Guestroom Entry Door Hardware Finish Selection	A/I/[HDWR]	AR/I/[HDWR]	DB	DB	DB
e. Guestroom Entry - Electronic Locksets	A/I/[HDWR]/E	AR/I/[HDWR]/E	FF&E	PA	V
f. Guestroom Keying Equipment/ Blanks/ Training	A/I/[HDWR]	AR/I/[HDWR]	FF&E	PA	V
g. Interior Guestroom Door Hardware (Bathroom / Interconnecting Doors)	A/I/[HDWR]	AR/I/[HDWR]	DB	DB	DB
7. Millwork / Finish Carpentry:					
a. Applied Wood Moldings, Running Trims and Door Casements	A/[I]	[AR]/I	DB	DB	DB
b. Guestroom Bathroom Vanity & Stone Top	A/[I]	[AR]/I	DB	DB	DB
c. Window Sill & Stools	A/[I]	[AR]/I	DB	DB	DB
d. Built-in Bars / Kitchenettes (Suites)	A/[I]	[AR]/I	DB	DB	DB

DESIGN / PURCHASE / INSTALLATION RESPONSIBILITY MATRIX [ ] - Party with Primary Responsibility when there are multiple parties involved	DESIGN RESPONSIBILITIES		PURCHASING RESPONSIBILITIES		
	SD/DD BY CRITERIA ARCHITECT	CD/CA BY ARCHITECT OF RECORD	BUDGET	PURCHASING RESPONSE	INSTALL RESPONS.
e. Dry/Mini-bar Casework & Granite Top (built-in)	A/[I]	[AR]/I	DB	DB	DB
f. Closet Rod & Shelving (Built-in Place)	A/[I]	[AR]/I	DB	DB	DB
g. In-Wall Blocking required for Millwork / Finish Carpentry Components	A	[AR]/I	DB	DB	DB
8. Window Coverings:					
a. Drapery / Valance - Fabric / Fabrication	A/[I]	I	FF&E	PA	IN
b. Drapery - Track Assembly	A/[I]	I	FF&E	PA	IN
c. Drapery - Blocking (In-Wall / Concealed)	[A]/I	AR	DB	DB	DB
d. Wood Valance as Millwork	[A]/I	[AR]/I	DB	DB	DB
e. Drapery - Blocking (Surface Mounted)	[A]/I	AR	FF&E	PA	IN
f. Roman Shades	A/[I]	I	FF&E	PA	IN
9. Electrical:					
a. General Electrical - Conduit / Rough-in / Wiring	A/[E]	AR/[E]	DB	DB	DB
b. Smoke Detectors	A/[E]	AR/[E]	DB	DB	DB
c. Life Safety Systems	A/[E]	AR/[E]	DB	DB	DB
d. Coverplates (Standard & Decorative)	A/[I]/E	AR/[E]	DB	DB	DB
e. Coordination Electrical / Special System Layout location w/FF&E Furniture	A/[I]/E	AR/[E]	DB	DB	DB
f. Power & Termination - FF&E Components	A/[I]/E	AR/[E]	DB	DB	DB
g. Location of Electrical and Life Safety Devices	A/[I]/E	AR/[E]/I	DB	DB	DB
10. Mechanical:					
a. General System	A/[M]	AR/[M]	DB	DB	DB
b. HVAC Equip / Trim	A/[M]	AR/[M]	DB	DB	DB
c. Louvers / Grilles	[A]/I/M	AR/[M]/I	DB	DB	DB
d. Fire Protection Report - system commissioning	A/[M]	AR/[M]	DB	DB	DB
11. Plumbing:					
a. General System	A/[P]	AR/[P]	DB	DB	DB
b. Plumbing Fixtures & Trims - PUBLIC TOILETS	A/[P]/I	AR/[P]/I	DB	DB	DB
c. Plumbing Fixtures & Trims - GUESTROOMS AND SUITES	A/[I]/P	AR/[P]/I	DB	DB	DB
d. Fire Sprinkler	A/[P]	AR/[P]	DB	DB	DB
12. Low Voltage:					
a. Telephone (Rough-in, cabling, plates, terminations, testing etc)	A/[CT]/I	AR/[CT]/I	DB	DB	DB
b. MATV & Cable TV (Rough-in, cabling, plates, termination, etc)	A/[CT]	AR/[CT]/I	DB	DB	DB
c. MATV Equipment	H	H	OS&E	V	V
d. WiFi (Rough-in, Pathway, Cabling and Power)	A/[CT]	CT	DB	DB	DB
e. Cell Phone Signal Boosters (Pathway, Cabling & Power) - NOTE: COULD BE VEND	CT/[V]	CT/[V]	OS&E	V	V
13. Accessories / Miscellaneous:					
a. Bathroom Accessories (i.e.. Towel Rod & Shelf, Toilet Paper Dispenser,	A/[I]	[AR]/I	DB	DB	DB
HC Grab Bars, shower grab / balance bar, Shower Rod, Retractable	A/[I]	[AR]/I	DB	DB	DB
Clothes Line, Clothes Hook, Facial Tissue Dispenser, Robe Hook,	A/[I]	[AR]/I	DB	DB	DB
Portable Handicap Tub Seat)	A/[I]	[AR]/I	DB	DB	DB
b. In Wall Blocking	A/[I]	[AR]/I	DB	DB	DB
c. Soap Dish Holder, Toe Shelf (Shower)	A/[I]	[AR]/I	DB	DB	DB
d. Vanity Lighted Mirror Unit (DB to rough-in, hardwire connections)	A/[I]	[AR]/I	FF&E	PA	IN
f. Shower Rod	[A]/I	[AR]/I	DB	DB	DB
g. Shower Doors	[A]/I	[AR]/I	DB	DB	DB
h. Vinyl Corner Guards	A/[I]	[AR]/I	DB	DB	DB
i. Vanity Glass Shelving	A/[I]	I	FF&E	PA	IN
14. Graphic Signage					
a. Guestroom Emergency Exit / Room Rate Signage & Graphics	A/I/[SN]	AR/[SN]/I	FF&E	PA	V
b. Blocking for Signage (If Required)	[A]/SN	[AR]/SN	DB	DB	DB
15. FF&E Furnishings					
a. Carpet & Pad (Includes carpet at coved base)	A/[I]	I	FF&E	PA	DB
b. Wallcovering	A/[I]	I	FF&E	PA	DB
c. Casegoods (Chest, Armoire, Desk, Nightstand, Coffee Table, Side Table)	A/[I]	I	FF&E	PA	IN
d. Headboards	A/[I]	I	FF&E	PA	IN
e. Lounge Chair	A/[I]	I	FF&E	PA	IN
f. Desk Chair	A/[I]	I	FF&E	PA	IN
h. Draperies / Sheers / Black-out Shade	A/[I]	I	FF&E	PA	IN
i. Window Valance	A/[I]	I	FF&E	PA	IN
j. Bed Spreads / Dust ruffle	A/[I]	I	FF&E	PA	IN
k. Floor Lamp, Desk Lamp, Nightstand Lamp	A/[I]	[I]/E	FF&E	PA	IN
l. Shower Curtains	A/[I]	I	FF&E	PA	IN
m. Framed Mirrors	A/[I]	I	FF&E	PA	IN
n. Wall Sconce	A/[I]/E/LIT	[I]/E	FF&E	PA	DB
o. Decorative Fixture (Entry Fixture)	A/[I]	[I]/E	FF&E	PA	DB
p. Artwork / Accessories TBD IF INTERIORS OR ART CONSULTANT	A/[I]/ART	[I]/ART	FF&E	PA	IN
q. Undercounter Refrigerator	A/[H]/I/E	AR/[H]/I/E	FF&E	PA	IN
r. Microwave	A/[H]/I/E	AR/[H]/I/E	FF&E	PA	IN
s. Television Sets	A/[H]/I/E	AR/[H]/I/E	FF&E	PA	IN

DESIGN / PURCHASE / INSTALLATION RESPONSIBILITY MATRIX [ ] - Party with Primary Responsibility when there are multiple parties involved	DESIGN RESPONSIBILITIES		PURCHASING RESPONSIBILITIES		
	SD/DD BY CRITERIA ARCHITECT	CD/CA BY ARCHITECT OF RECORD	BUDGET	PURCHASING RESPONSE	INSTALL. RESPONS.
t. Television Set Swivels	A/[H]/I	AR/[H]/I/E	FF&E	PA	IN
u. Bed Bases / Frames (Frames at Handicapped Rms Only)	A/[I]	I	FF&E	PA	IN
v. Hair Dryers (Direct connect / Wall mounted)	A/[H]/I/E	AR/[H]/I/E	FF&E	FF&E	DB
w. Hair Dryers (Assume Plug-in Type / Anchored to wall)	A/[H]/I/E	AR/[H]/I/E	FF&E	PA	IN
x. Magnified / Lighted Mirror Assembly (FF&E Furn. / DB Install)	A/[I]/E	I/[E]	DB	DB	DB
y. Safes	A/[H]/I	AR/[H]/I	FF&E	PA	IN
z. Ironing Board Brackets	A/[H]/I	AR/[H]/I	FF&E	PA	IN
aa. Closet Rod / Shelf (Purchased Unit)	A/[I]	I	FF&E	PA	IN
ab. Clock Radio	A/[H]/I	AR/[H]/I	FF&E	PA	IN
16. OS&E Furnishings					
a. Bed Bases / Frames (Frames at Handicapped Rms Only)	A/[I]	I	FF&E	PA	PA
b. Linens (Towels / Sheets / Blankets)	H	H	OS&E	PA	O
c. Toiletries / Guest Amenities	H	H	OS&E	PA	O
d. Coffee Maker	A/[H]/I	AR/[H]/I	OS&E	PA	O
e. Maids Carts / Food Service Carts	A/[H]	AR/[H]	OS&E	PA	O
D. GUEST CORRIDORS / PASSENGER ELEVATOR LOBBIES					
1. Furniture / Artwork / Artifacts / Mirrors:					
a. Artwork / Artifacts	A/I/[ART]	I/[ART]	FF&E	PA	IN
b. In-wall Blocking for Artwork	[A]/I	I/[AR]	DB	DB	DB
c. Accent Lighting at Artwork (Public Areas)	I/E/A/[LIT]	I/[LIT]/AR/E	DB	DB	DB
d. Framed "Decorative" Mirrors	A/[I]	I	FF&E	PA	IN
2. Floor & Base:					
a. Carpet, Pad & Carpet Base (FF&E Furnished / Contractor Installed)	A/[I]	[AR]/I	FF&E/DB	PA	DB
b. Stone/Porcelain/Base	A/[I]	[AR]/I	DB	DB	DB
c. Flooring Other (Wood/Vinyl/Composite etc)	A/[I]	[AR]/I	DB	DB	DB
d. Base other (wood/vinyl/etc)	A/[I]	[AR]/I	DB	DB	DB
e. Thresholds / Transition Strips	A/[I]	[AR]/I	DB	DB	DB
3. Ceilings:					
a. Drywall Ceilings (Knock-Down / Smooth Finish)	A/[I]	[AR]/I	DB	DB	DB
b. Drywall Soffits & Articulation	A/[I]	[AR]/I	DB	DB	DB
c. Skimmed / Sprayed Ceilings (Knock-Down / Smooth Finish)	A/[I]	[AR]/I	DB	DB	DB
d. Painted Surfaces	A/[I]	[AR]/I	DB	DB	DB
e. Decorative Ceilings	A/[I]	[AR]/I	DB	DB	DB
4. Walls:					
a. Wall Texture (Knock Down / Smooth Finish)	A/[I]	[AR]/I	DB	DB	DB
b. Wallcovering (FF&E Furnished / Contractor Installed)	A/[I]	[AR]/I	FF&E/DB	PA	DB
c. Paint/Special Coatings	A/[I]	[AR]/I	DB	DB	DB
5. Lighting:					
a. Recessed Lighting	A/I/E/[LIT]	AR/I/[E]/LIT	DB	DB	DB
b. Recessed Sconces	A/I/E/[LIT]	AR/I/[E]/LIT	DB	DB	DB
c. General Lighting (i.e.. Fluorescent or Incandescent Fixtures)	A/I/E/[LIT]	AR/I/[E]/LIT	DB	DB	DB
d. Direct Connection Decorative Fixtures (i.e.. Wall Sconces, etc.)	A/I/E/[LIT]	AR/I/[E]/LIT	FF&E	PA	DB
e. Chandeliers / Decorative Fixtures @ Elevator Lobbies	A/[I]/E/LIT	AR/I/[E]/LIT	FF&E	PA	DB
f. Decorative Plug-in Fixtures @ Elevator Lobbies	A/[I]/E/LIT	AR/I/[E]/LIT	FF&E	PA	IN
6. Door Assemblies:					
Doors:					
a. Support / Egress / Fire Doors	A/[I]	[AR]/I	DB	DB	DB
b. Elevator Door (Finish Selection)	A/[I]	[AR]/I	DB	DB	DB
Hardware:					
c. Hardware Finish Selection	A/[I]/HDWR	AR/I/[HDWR]	DB	DB	DB
d. Door Hardware (locks, butts, closers, kick plates, peeps, D-rings etc)	A/I/[HDWR]	AR/I/[HDWR]	DB	DB	DB
e. Electronic Locksets	A/I/[HDWR]	AR/I/[HDWR]	FF&E	PA	V
f. Electronic Lock Headend/Programming/Cards etc.	A/I/[HDWR]	AR/I/[HDWR]	FF&E	PA	V
7. Millwork / Finish Carpentry:					
a. Built-in Casegoods	A/[I]	AR/[I]	DB	DB	DB
b. Wood Moldings, Running Trims and Door & Window Casements/stools	A/[I]	[AR]/I	DB	DB	DB
c. In-Wall Blocking required for Millwork / Finish Carpentry Components	[A]/I	[AR]/I	DB	DB	DB
8. Window Coverings:					
a. Drapery/Valance - Fabric / Fabrication	A/[I]	I	FF&E	PA	IN
b. Wood Valance	A/[I]	[AR]/I	DB	DB	DB
c. Drapery - Track Assembly	A/[I]	[AR]/I	FF&E	PA	IN
d. Drapery - Blocking (In-Wall / Concealed)	[A]/I	[AR]/I	DB	DB	DB
e. Drapery - Blocking (Surface Mounted)	[A]/I	[AR]/I	FF&E	PA	IN
9. Electrical:					
a. General Electrical - Conduit / Rough-in / Wiring	A/[E]	AR/[E]	DB	DB	DB
b. Smoke Detectors	A/[E]	AR/[E]	DB	DB	DB

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	SD/DD BY CRITERIA ARCHITECT	CD / CA BY ARCHITECT OF RECORD	BUDGET	PURCHASING RESPONSE	INSTALL RESPONS.
c. Life Safety Systems	A/[E]	AR/[E]	DB	DB	DB
d. Coverplates (Standard & Decorative)	A/[I]/E	AR/[E]	DB	DB	DB
e. Coordination Electrical / Special System Layout location w/FF&E Furniture	A/[I]/E	AR/[E]	DB	DB	DB
f. Power & Termination - FF&E Components	A/[I]/E	AR/[E]	DB	DB	DB
g. Location of Electrical and Life Safety Devices	A/[I]/E	AR/[E]/I	DB	DB	DB
10. Plumbing:					
a. General System	A/[P]	AR/[P]	DB	DB	DB
b. Fire Sprinkler	A/[P]	AR/[P]	DB	DB	DB
c. Fire Cabinet & Hose	A/[P]	AR/[P]	DB	DB	DB
11. Mechanical:					
a. General System	A/[M]	AR/[M]	DB	DB	DB
b. HVAC Equip / Trim	A/[M]	AR/[M]	DB	DB	DB
c. Louvers / Grilles (decorative grilles for smoke evacuation)	[A]/I/M	AR/[M]/I	DB	DB	DB
d. Fire Protection Report - COMMISIONING REPORT	A/M/[CODE]	AR/[M]	DB	DB	DB
12. Low Voltage:					
a. Intrusion Detection/Alarm System Head End Equipment	A/[H]	AR/[E]/H	OS&E	H	SV
b. Video Surveillance System	A/[H]	AR/[E]/I/H	OS&E	H	SV
c. 2 way Communicatio(Repeater Pathway, Cabling & power)	A/[CT]	AR/[E]/CT	G	DB	DB
d. Intercom (Rough-in, Pathway & Cabling)	A/[CT]	AR/[E]/CT	DB	DB	DB
e. Tour Recording System (Pathway & Cabling)	A/[AV]	AR/[AV]	DB	DB	DB
f. Telephone (Rough-in, cabling, plates, terminations, testing etc)	A/[CT]	[CT]/AR/I	DB	DB	DB
g. MATV & Cable TV (Rough-in, cabling, plates, termination, etc)	A/[CT]	[CT]/AR/I	DB	DB	DB
h. MATV Equipment	H	H	OS&E	V	V
i. Cell Phone Signal Boosters (Pathway, Cabling & Power) - NOTE: COULD BE VEND	CT/[V]	CT/[V]	DB/O	DB/O	DB/V
j. Security System (Pathway, Cabling & Power)	A/[SEC]/E	AR/[SEC]/E	DB	DB	DB
k. WiFi (Rough-in, Pathway, Cabling and Power)	A/[CT]	CT	DB	DB	DB
13. Graphic Signage					
a. Code Req'd Signage (Exit Signs, Occupancy Loads, Exit Door Signage)	A/I/[SN]	AR/[SN]/I	DB	DB	DB
b. Guestroom Identification Signage	A/I/[SN]	AR/[SN]/I	DB	DB	DB
c. Directional Signage	A/I/[SN]	AR/[SN]/I	DB	DB	DB
d. Meeting Room Signage	A/I/[SN]	AR/[SN]/I	DB	DB	DB
e. Electronic Events Monitor	A/I/[SN]	AR/[SN]/I	OS&E	PA	V
f. Electrical & Data Rough-in to Electronic Events Monitors (line voltage)	A/I/[SN]/E	AR/[E]	DB	DB	DB
g. Blocking for Signage (If Required)	[A]/SN	[AR]/SN	DB	DB	DB
h. Signage Location and Quantity Matrix	[A]/SN	[AR]/SN	DB	DB	DB
14. Planters					
a. Fixed / Built-in	[A]/I/L	[AR]/I/L	DB	DB	DB
b. Moveable	A/[I]/L	AR/[I]/L	FF&E	PA	V
c. Interior Plant material	A/[L]/I	AR/[L]/I	FF&E	PA	V
15. Ice and Vending					
a. Ice Machine/Vending rough-in, connections & terminations	[KC]/A	[KC]/AR	DB	DB	DB
b. Ice Machines / Filters	A/[KC]	[KC]/AR	KEC	KEC	KEC
c. Soda Vending	A/[V]	[V]/AR	OS&E	H	V
16. Accessories / Miscellaneous:					
a. Vinyl Corner Guards	A/[I]	AR	DB	DB	DB
E. SERVICE ELEVATOR LOBBY / LINEN					
1. Service Area					
a. Floors - VCT / Sealed Concrete	A	AR	DB	DB	DB
b. Ceilings - Painted	A	AR	DB	DB	DB
c. Walls - Painted	A	AR	DB	DB	DB
d. Lighting - Fluorescent	A/[E]	AR/[E]	DB	DB	DB
2. Maid / Linen					
a. Ceilings - Painted Structure	A	AR	DB	DB	DB
b. Walls - Painted	A	AR	DB	DB	DB
c. Lighting - Fluorescent	A/[E]	AR/[E]	DB	DB	DB
d. Shelving	H	H	OS&E	PA	IN
e. Linen Chute	A/[LC]	[AR]/LC	DB	DB	DB
f. Fire Suppressions System @ Chute Enclosure	[P]/A	[P]/AR	DB	DB	DB
3. Mechanical / Electrical / Telephone Rooms					
a. Ceilings - Painted Structure	A	AR	DB	DB	DB
b. Walls - Painted	A	AR	DB	DB	DB
c. Lighting - Fluorescent	A/[E]	[AR]/E	DB	DB	DB
F. FIRE STAIRS					
1. Fire Stairs	A	AR	DB	DB	DB
G. PUBLIC AREAS - GENERAL					
1. Furniture / Artwork / Mirrors					

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	SD/ DD BY CRITERIA ARCHITECT	CD / CA BY ARCHITECT OF RECORD	BUDGET	PURCHASING RESPONSE	INSTALL RESPONS.
a. Moveable	A/[I]	I	FF&E	PA	IN
b. Artwork / Artifacts	A/I/[ART]	I/[ART]	FF&E	PA	IN
c. Decorative Mirrors	A/[I]	I	FF&E	PA	IN
d. Fixed "Plate" Mirrors	[A]/I	I/[AR]	DB	DB	DB
e. Blocking for Artwork / Mirrors	[A]/I	I/[AR]	DB	DB	DB
f. Electrical / Accent Lighting for Artwork	I/E/A/[LIT]	I/[E]/AR/LIT	DB	DB	DB
2. Floors					
a. Dance Floor	H	H	OS&E	PA	DB
b. Carpet & Pad (FF&E Furnished / Contractor Installed)	A/[I]	I	FF&E	PA	DB
c. Carpet Base (FF&E Furnished / Contractor Installed)	A/[I]	I	FF&E	PA	DB
d. Ceramic Tile Flooring / Base	A/[I]	[AR]/I	DB	DB	DB
e. Quarry Tile Flooring / Base	A/[I]	[AR]/I	DB	DB	DB
f. Stone / Marble Flooring / Base	A/[I]	[AR]/I	DB	DB	DB
h. Vinyl Composition Tile (VCT Flooring)	A/[I]	[AR]/I	DB	DB	DB
i. Wood Flooring (N/A)	A/[I]	[AR]/I	-	-	-
j. Rubber Base	A/[I]	[AR]/I	DB	DB	DB
k. Wood Base	A/[I]	[AR]/I	DB	DB	DB
l. Thresholds / Transition Strips	A/[I]	[AR]/I	DB	DB	DB
m. Recessed Entry Mats	[A]/I	[AR]/I	DB	DB	DB
3. Ceilings					
a. Drywall Ceilings (Knock-Down / Smooth Finish)	A/[I]	[AR]/I	DB	DB	DB
b. Skimmed / Sprayed Ceilings (Knock-Down / Smooth Finish)	A/[I]	[AR]/I	DB	DB	DB
c. Acoustical Ceilings	A/[I]	[AR]/I	DB	DB	DB
d. Coffered Ceilings	A/[I]	[AR]/I	DB	DB	DB
e. Wood Ceilings	A/[I]	[AR]/I	DB	DB	DB
f. Decorative Ceilings	A/[I]	[AR]/I	DB	DB	DB
g. Painted Surfaces	A/[I]	[AR]/I	DB	DB	DB
h. Applied Decorative Millwork / Applied Moldings	A/[I]	[AR]/I	DB	DB	DB
4. Walls:					
a. Wallcovering (FF&E Furnished / Contractor Installed)	A/[I]	I	FF&E	PA	DB
b. Paint	A/[I]	[AR]/I	DB	DB	DB
c. Epoxy Paint	A/[I]	[AR]/I	DB	DB	DB
d. Wall Texture (Knock Down / Smooth Finish)	A/[I]	[AR]/I	DB	DB	DB
e. Ceramic Tile	A/[I]	[AR]/I	DB	DB	DB
f. Stone / Marble	A/[I]	[AR]/I	DB	DB	DB
g. Wood Paneling / Trim	A/[I]	[AR]/I	DB	DB	DB
h. Murals / Wall Tapestries	A/[I]	I	FF&E	PA	IN
i. In-Wall Blocking	[A]/I	[AR]/I	DB	DB	DB
5. Lighting					
a. Recessed Lighting	A/I/E/[LIT]	AR/I/[E]/LIT	DB	DB	DB
b. General Lighting (i.e., Fluorescent or Incandescent Fixtures)	A/I/E/[LIT]	AR/I/[E]/LIT	DB	DB	DB
c. Direct Connection Decorative Fixtures (i.e., Wall Sconces, etc.)	A/[I]/E/LIT	AR/[I]/E/LIT	FF&E	PA	DB
d. Decorative Plug-in Fixtures	A/[I]/E/LIT	[I]/E	FF&E	PA	IN
e. Chandeliers	A/[I]/E/LIT	[I]/E	FF&E	PA	DB
f. Decorative Fixtures / Pendants	A/[I]/E/LIT	[I]/E	FF&E	PA	DB
g. Dimming System	A/I/E/[LIT]	AR/I/[E]/LIT	DB	DB	DB
h. Support Structures	[A]/E/S/I	[AR]/I/S	DB	DB	DB
6. Door Assemblies:					
Doors:					
a. Balcony Doors	A	AR	DB	DB	DB
b. Entry Storefront / Door Assembly	A/[EXT]	AR/[EXT]	DB	DB	DB
c. Glazed Window Wall Systems	A/[EXT]	AR/[EXT]	DB	DB	DB
d. Automatic Doors	A/[EXT]	AR/[EXT]	DB	DB	DB
e. Revolving Doors	A/[EXT]	AR/[EXT]	DB	DB	DB
f. Elevator Door (Finish Selection)	A/[I]	[AR]/I	DB	DB	DB
g. Access Door/Panel Locations	[A]/M/E/P/I	[AR]/M/E/P/I	DB	DB	DB
h. Overhead Coiling Fire Shutter	A	AR	DB	DB	DB
i. Overhead Coiling Counter Door	A	AR	DB	DB	DB
Hardware:					
j. Public Space Door Hardware Finish Selection	A/[I]/HDWR	AR/I/[HDWR]	DB	DB	DB
k. Public Area Door Hardware	A/[I]/HDWR	AR/I/[HDWR]	DB	DB	DB
l. Automatic Door Hardware	A/[EXT]	AR/[EXT]	DB	DB	DB
m. Exterior Sliding Glass Door Hardware (Balcony Doors)	A/[EXT]	AR/[EXT]	DB	DB	DB
n. Overhead Door Hardware	A	AR	DB	DB	DB
7. Window Treatments					
a. Drapery / Valance - Fabric / Fabrication	A/[I]	I	FF&E	PA	IN
b. Drapery - Track Assembly	A/[I]	I	FF&E	PA	IN
c. Drapery - Blocking (In-Wall / Concealed)	[A]/I	AR	DB	DB	DB

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	SD/DD BY CRITERIA ARCHITECT	CD/CA BY ARCHITECT OF RECORD	BUDGET	PURCHASING RESPONSE	INSTALL RESPONS.
d. Drapery - Blocking (Surface Mounted)	[A]/I	AR	FF&E	PA	IN
e. Wiring for Connection of Motorized Draperies	A/I/[E]	E	DB	DB	DB
f. Wooden / Metal Blinds	A/[I]	I	FF&E	PA	IN
g. Shutters - Hinged / Sliding	A/[I]	I	FF&E	PA	IN
h. Fire Shutters	[A]/E	[AR]/E	DB	DB	DB
8. Millwork / Finish Carpentry:					
a. Built-in Casegoods	A/[I]	AR/[I]	DB	DB	DB
b. Applied Wood Trim / Molding	A/[I]	[AR]/I	DB	DB	DB
c. Wood Column Cladding	A/[I]	[AR]/I	DB	DB	DB
d. Chair Rail / Wainscot Caps / Display Ledges	A/[I]	[AR]/I	DB	DB	DB
e. Crown Molding	A/[I]	[AR]/I	DB	DB	DB
f. Lighting Coves / Cove Molding	A/[I]	[AR]/I	DB	DB	DB
g. Wood Trim @ Light Valences (Public Restrooms)	A/[I]	[AR]/I	DB	DB	DB
h. Fixed / Built-in Shelving / Decorative Shelving	A/[I]	[AR]/I	DB	DB	DB
i. Interior Window Sill Covering	A/[I]	[AR]/I	DB	DB	DB
j. Public Restroom Vanities (Cultured Marble / Granite / Corian)	A/[I]	[AR]/I	DB	DB	DB
k. Light Cove Trim @ Valances	A/[I]	[AR]/I	DB	DB	DB
l. Public Telephone Enclosure / Dividers	A/[I]	[AR]/I	DB	DB	DB
m. Meeting Rm Presentation / White Board Encl. / Projection Screens Encl.	A/[I]	[AR]/I	DB	DB	DB
n. Acoustical / Fabric Wrapped Wall Panels - Meeting Rooms	A/[I]	[AR]/I	DB	DB	DB
o. Portable Lecterns	A/[I]	I	FF&E	PA	IN
p. Fireplace Mantle / Hearth / Trim	A/[I]/M/E/P	[AR]/I/M/E/P	DB	DB	DB
q. Valet Parking Kiosk / Bellman Station	A/[I]	[AR]/I	DB	DB	DB
r. Plumbing & Electrical within Casework	A/[I]/P/E	AR/[I]/P/E	DB	DB	DB
s. In-Wall Blocking required for Millwork / Finish Carpentry Components	[A]/I	[AR]/I	DB	DB	DB
t. Remote Registration Stations	[A]/I	[AR]/I	DB	DB	DB
9. Electrical					
a. General Electrical - Conduit / Rough-in / Wiring	A/[E]	AR/[E]	DB	DB	DB
b. Smoke Detectors	A/[E]	AR/[E]	DB	DB	DB
c. Life Safety Systems	A/[E]	AR/[E]	DB	DB	DB
d. Coverplates (Standard & Decorative)	A/[I]/E	AR/I/[E]	DB	DB	DB
e. Coordination Electrical / Special System Layout location w/FF&E Furniture	A/[I]/E	AR/[E]	DB	DB	DB
f. Power & Termination - FF&E Components	A/[I]/E	AR/[E]	DB	DB	DB
g. Location of Electrical and Life Safety Devices	A/I/[E]	AR/I/[E]	DB	DB	DB
10. Mechanical					
a. General System	A/[M]	AR/[M]	DB	DB	DB
b. HVAC Equip / Trim	A/[M]	AR/[M]	DB	DB	DB
c. Louvers / Grilles	[A]/I/M	AR/[M]/I	DB	DB	DB
d. Fire Protection Report - COMMISIONING REPORT	A/M/[CODE]	AR/[M]	DB	DB	DB
11. Telephone					
a. Conduit, Wire, Pull wire, CAT-5E, Sleeves, Boxes, Cable/Wire, Cover Plate	A/[CT]/E	AR/[CT]/E	DB	DB	DB
b. Equipment	A/[H]	H	OS&E	PA	V
12. Graphic Signage					
a. Code Req'd Signage (Exit Signs, Occupancy Loads, Exit Door Signage)	A/I/[SN]	AR/[SN]/I	DB	DB	DB
b. Directional Signage	A/I/[SN]	AR/[SN]/I	FF&E	PA	V
c. Themed Signage - Restaurant / Bar / Public Area	A/I/[SN]	AR/[SN]/I	FF&E	PA	V
d. Pool & Spa Signage (excluding warning signage w/i equipment room)	A/I/[SN]	AR/[SN]/I	FF&E	PA	V
e. Fitness Center Signage	A/I/[SN]	AR/[SN]/I	FF&E	PA	V
f. Retail / Sundry Shop Signage & Graphics	A/I/[SN]	AR/[SN]/I	FF&E	PA	V
g. Food & Beverage Signage	A/I/[SN]	AR/[SN]/I	FF&E	PA	V
h. Meeting Room Signage	A/I/[SN]	AR/[SN]/I	FF&E	PA	V
i. Electronic Events Monitor	A/I/[SN]/E/H	AR/[SN]/I/E/H	FF&E	PA	V
j. Electrical Rough-in to Electronic Events Monitors	A/I/[SN]/E	AR/[E]	DB	DB	DB
k. Blocking for Signage (if Required)	[A]/SN	[AR]/SN	DB	DB	DB
13. Planters					
a. Fixed / Built-in	[A]/I/L	[AR]/I/L	DB	DB	DB
b. Moveable	A/[I]/L	AR/[I]/L	FF&E	PA	V
c. Interior Plant material	A/[L]/I	AR/[L]/I	FF&E	PA	V
14. Public Area Accessories:					
a. Toilet Accessories (i.e., Toilet Paper Dispenser, Grab Bars, Paper	A/[I]	[AR]/I	DB	DB	DB
Towel Dispenser, Soap Dispenser, Sanitary Napkin Dispenser,	A/[I]	[AR]/I	DB	DB	DB
Changing Stations, Shower Seat)	A/[I]	[AR]/I	DB	DB	DB
b. Toilet Partitions / Urinal Screens / Vanity Tops	A/[I]	[AR]/I	DB	DB	DB
c. Lockers / Benches	[A]/I	[AR]/I	DB	DB	DB
d. Curbs under lockers and benches	A	AR	DB	DB	DB
e Fire Extinguishers / Cabinets	[A]/I	[AR]/I	DB	DB	DB
f. Motorized Projection Screens	[A]/I/E	[AR]/I/E	DB	DB	DB

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DESIGN / PURCHASE / INSTALLATION RESPONSIBILITY MATRIX [ ] - Party with Primary Responsibility when there are multiple parties involved	DESIGN RESPONSIBILITIES SD/DD BY CRITERIA ARCHITECT	CD/CA BY ARCHITECT OF RECORD	PURCHASING RESPONSIBILITIES BUDGET	PURCHASING RESPONSE	INSTALL RESPONS.
g. Corner Guards	[A]/I	[AR]/I	DB	DB	DB
h. In-wall Blocking	A	AR	DB	DB	DB
15. FF&E Furnishings:					
a. Casegoods	A/[I]	I	FF&E	PA	IN
b. Dining Tables / Seating	A/[I]	I	FF&E	PA	IN
c. Lounge Chairs	A/[I]	I	FF&E	PA	IN
d. Sofas	A/[I]	I	FF&E	PA	IN
e. Draperies / Sheers	A/[I]	I	FF&E	PA	IN
f. Framed Mirrors	A/[I]	I	FF&E	PA	IN
g. Table Lamps / Floor Lamps	A/[I]	I	FF&E	PA	IN
h. Wall Sconces	A/[I]/E/LIT	AR/I/[E]	FF&E	PA	DB
i. Decorative Fixtures	A/[I]/E/LIT	[I]/E	FF&E	PA	DB
j. Artwork / Accessories	A/I/[ART]	I/[ART]	FF&E	PA	IN
k. Pool Chairs / Tables / Umbrellas	A/[I]	I	FF&E	PA	IN
l. Ash Urns / Trash Receptacles	A/[I]	I	FF&E	PA	IN
m. Television Brackets	A/[H]/I/E	AR/[H]/I/E	FF&E	PA	DB
n. Television Sets	A/[H]/I/E	AR/[H]/I/E	FF&E	PA	IN
o. Projection Screens (Meeting Rooms)	A/[H]/I/E	AR/[H]/I/E	FF&E	PA	IN
p. Whiteboards / Chalkboards (Meeting Rooms)	A/[H]/I/E	AR/[H]/I/E	FF&E	PA	IN
16. OS&E Furnishings:					
a. Shelving (Loose / Portable)	H	H	OS&E	PA	IN
b. Kitchen Utensils / Accessories	H	H	OS&E	PA	IN
c. Luggage Carts	H	H	OS&E	PA	IN
d. Meeting Room Lecterns	H	H	OS&E	PA	IN
e. Tripod / Easels	H	H	OS&E	PA	IN
f. Portable TV / VCR Stands	H	H	OS&E	PA	IN
g. Portable Overhead / Slide Projector Equipment	H	H	OS&E	PA	IN
H. RECEPTION / FRONT DESK / LOBBY (see Public Areas - General for other)					
1. Miscellaneous / Accessories					
a. Front Desk - Front	A/[I]	AR/[I]	DB	DB	DB
b. Front Desk - Work Counters	A/[I]	AR/[I]	DB	DB	DB
c. Concierge Desk	A/[I]	AR/[I]	DB	DB	DB
d. Baggage Shelving	H	H	OS&E	PA	IN
e. Key Rack	A/I/[H]	AR/I/[H]	OS&E	PA	IN
f. Safety Deposit Boxes	A/I/[H]	AR/I/[H]	OS&E	PA	IN
I. FOOD AND BEVERAGE FACILITIES (see Public Areas - General for other)					
1. Millwork					
a. Die Bar	A/[I]/KC	AR/[I]/KC	DB	DB	DB
b. Back Bar	A/[I]/KC	AR/[I]/KC	DB	DB	DB
c. Built-In Cashier Stations	A/[I]	AR/[I]/E	DB	DB	DB
e. Hostess Stations	A/[I]	AR/[I]/E	DB	DB	DB
2. Bar Equipment					
a. Bar Equipment Design	A/[KC]/I	AR/[KC]/I	-	-	-
b. Bar and Service Station Equipment	A/[KC]	AR/[KC]	KEC	KEC	KEC
c. Rough-in of Bar Equipment	A/[KC]/M/E/P	AR/[KC]/M/E/P	DB	DB	DB
d. Terminations to Bar Equipment	A/[KC]/M/E/P	AR/[KC]/M/E/P	DB	DB	DB
e. Hand Sinks (installed by KEC / final connections by DB)	A/[KC]/P	AR/[KC]/P	KEC	KEC	KEC
f. Raceway for Beer / Soda Dispensing Lines	A/[KC]/P	AR/[KC]/P	DB	DB	DB
g. Beverage Dispensing System (Equipment & Lines) - Soda, Beer, Liquor	[KC]/A	[KC]/AR	FF&E	PA	V
h. Bar Accessories	H	H	OS&E	PA	IN
i. Rubber Floor Matting	H	H	OS&E	PA	IN
4. Accessories / Miscellaneous					
a. Table Top Items	[I]/H	H	OS&E	PA	IN
b. Banquette / Booth Seating	A/[I]	AR/[I]	DB	DB	DB
c. Booth Seating Fabric	A/[I]	AR/[I]	FF&E	PA	DB
d. Ornamental Railing / Dividers	A/[I]	AR/[I]	DB	DB	DB
e. Stubwall Partitions between Seating	A/[I]	AR/[I]	DB	DB	DB
f. Themed Elements / Decorative Accessories	A/[I]	AR/[I]	FF&E	PA	IN
J. FUNCTION AREAS (see Public Areas - General for other)					
1. Moveable Partitions					
a. Wall Unit / Track / Support (If powered include electrical coordination)	[A]/I	[AR]/I	DB	DB	DB
b. Wall Finish	A/[I]	AR/[I]	FF&E	PA	DB
2. Furniture					
a. Banquet Chairs	A/[I]	AR/[I]	FF&E	PA	IN
b. Banquet Tables	H	H	FF&E	PA	IN
c. Portable Bar Units / Cashier Stations	A/[I]	AR/[I]	FF&E	PA	IN

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d. Portable Whiteboards / Marker Boards / Easels	A/[I]	H	FF&E	PA	IN
e. Lectems	A/[I]	H	FF&E	PA	IN
f. Curtain Backdrops	A/[I]	AR/[I]	FF&E	PA	IN
h. TV Brackets	A/[I]/H	[AR]/I/H	FF&E	PA	DB
i. TV's	A/I/[H]	H	FF&E	PA	IN
K. PUBLIC RESTROOMS (See Public Areas - General)					
L. HEALTH / FITNESS CENTER (see Public Areas - General for other)					
1. Exercise Equipment					
a. Fitness Equipment	A/[H]	H	OS&E	PA	V
b. Electrical Supply to Exercise Equipment / Floor Outlet Locations / Data Connections	A/[E]/I	AR/[E]/I	DB	DB	DB
2. Accessories / Miscellaneous					
a. Floor Mats	A/[H]	H	OS&E	PA	IN
b. TV Set	A/I/[H]	H	FF&E	PA	IN
c. TV Bracket	A/[I]/H	[AR]/I/H	FF&E	PA	DB
d. In-Wall Blocking	A	AR	DB	DB	DB
M. SPA / SALON (see Public Areas -					
1. Equipment					
a. Equipment (tanning booths, etc)	A/[H]	H	OS&E	PA	V
b. Dedicated Electrical Supply to Equipment / Floor Outlet Locations	A/[E]/I	E	DB	DB	DB
2. Accessories / Miscellaneous					
a. Mani / Pedi / Massage Tables	A/[H]	H	OS&E	PA	IN
b. TV Set	A/I/[H]	H	FF&E	PA	IN
c. TV Bracket	A/[I]/H	[AR]/I/H	FF&E	PA	DB
d. In-Wall Blocking	A	AR	DB	DB	DB
N. BACK OF HOUSE (BOH) GENERAL					
1. Furniture					
a. Moveable	A/[I]	I	FF&E	PA	IN
2. Floors					
a. Carpet & Pad (FF&E Furnished / Contractor Installed)	A/[I]	I	FF&E	PA	DB
b. Carpet Base (FF&E Furnished / Contractor Installed)	A/[I]	I	FF&E	PA	DB
c. Rubber Base	A/[I]	[AR]/I	DB	DB	DB
d. Vinyl Composition Tile (VCT Flooring)	A/[I]	[AR]/I	DB	DB	DB
e. Ceramic Tile Flooring / Base	A/[I]	[AR]/I	DB	DB	DB
f. Quarry Tile Flooring / Base	A/[I]	[AR]/I	DB	DB	DB
g. Epoxy Resin Flooring / Special Coating	A	AR	DB	DB	DB
h. Sealed Concrete Floors	A	AR	DB	DB	DB
i. Thresholds / Transition Strips	A	AR	DB	DB	DB
3. Ceilings					
a. Drywall Ceilings (Knock-Down / Smooth Finish)	[A]/I	[AR]/I	DB	DB	DB
b. Skimmed Concrete Ceilings (Knock-Down / Smooth Finish)	[A]/I	[AR]/I	DB	DB	DB
c. Acoustical Ceilings	[A]/I	[AR]/I	DB	DB	DB
d. Painted Surfaces	[A]/I	[AR]/I	DB	DB	DB
e. Exposed Concrete	A	AR	DB	DB	DB
f. Washable Ceiling Tiles (Food Service Areas)	A	AR	DB	DB	DB
4. Wall Coverings					
a. Wallcovering (FF&E Furnished / Contractor Installed)	A/[I]	I	FF&E	PA	DB
b. Gypsum Wallboard (Knock Down / Smooth Finish)	[A]/I	[AR]/I	DB	DB	DB
c. Painted Surfaces	[A]/I	[AR]/I	DB	DB	DB
d. Ceramic Tile Walls	[A]/I	[AR]/I	DB	DB	DB
e. FRP Panels (Kitchen Area)	A	AR	DB	DB	DB
f. Wainscot Protective Panels (Back-of-House Corridor)	A	AR	DB	DB	DB
g. Exposed Concrete / CMU	A	AR	DB	DB	DB
h. In-wall Blocking	[A]/I	[AR]/I	DB	DB	DB
5. Lighting					
a. Recessed Lighting	A/I/E/[LIT]	AR/I/[E]/LIT	DB	DB	DB
b. General Lighting (i.e. Fluorescent or Incandescent Fixtures)	A/I/E/[LIT]	AR/I/[E]/LIT	DB	DB	DB
c. Support Structures	[A]/E/S/I	[AR]/E/S/I	DB	DB	DB
6. Door Assemblies:					
Doors:					
a. Back-of-House Doors (Door Specification / Style / Finish)	A	AR	DB	DB	DB
b. Automatic Doors	A	AR	DB	DB	DB
c. Elevator Door (Finish Selection)	A/[I]	[AR]/I	DB	DB	DB
d. Easy Swing (Two-Way) Door at Kitchen Area	A	AR	DB	DB	DB
e. Overhead Door Assemblies (Loading Dock Area)	A	AR	DB	DB	DB
f. Overhead Coiling Fire Shutter Assemblies	A	AR	DB	DB	DB

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	SD/DD BY CRITERIA ARCHITECT	CD/CA BY ARCHITECT OF RECORD	BUDGET	PURCHASING RESPONSE	INSTALL RESPONS.
g. Overhead Coiling Counter Door Assembly	A	AR	DB	DB	DB
Hardware:					
h. Automatic Door Hardware	A	AR	DB	DB	DB
i. Overhead Door Hardware	A	AR	DB	DB	DB
7. Electrical					
a. General Electrical - Conduit / Rough-in / Wiring	A/[E]	AR/[E]	DB	DB	DB
b. Smoke Detectors	A/[E]	AR/[E]	DB	DB	DB
c. Life Safety Systems	A/[E]	AR/[E]	DB	DB	DB
d. Coverplates (Standard & Decorative)	A/[I]/E	AR/I/[E]	DB	DB	DB
e. Location of Electrical and Life Safety Devices	A/I/[E]	AR/I/[E]	DB	DB	DB
8. Mechanical					
a. General System	[M]/A	[M]/AR	DB	DB	DB
b. Louvers / Grilles	A/[M]	[M]/AR/I	DB	DB	DB
9. Telephone					
a. Conduit, Wire, Pull wire, CAT-5E, Sleeves, Boxes, Cable/Wire, Cover Plate	A/[CT]/E	[E]/CT	DB	DB	DB
b. Equipment	A/[CT]	CT	OS&E	PA	V
10. Graphic Signage					
a. Code Req'd Signage (Exit Signs, Occupancy Loads, Exit Door Signage)	A/I/[SN]	AR/[SN]/I	DB	DB	DB
b. Directional Signage	A/I/[SN]	AR/[SN]/I	FF&E	PA	V
c. Back-of-House Room Identification Signage	A/[SN]	AR/[SN]	FF&E	PA	V
d. Blocking for Signage (If Required)	[A]/SN	[AR]/SN	DB	DB	DB
11. Accessories / Miscellaneous					
a. Corner Guards (Heavy Duty)	A	AR	DB	DB	DB
b. Wall Bumper Guards (Back-of-house Corridor)	A	AR	DB	DB	DB
c. Employee Lockers / Benches	A	AR	DB	DB	DB
d. Fire Extinguishers / Cabinets	A	AR	DB	DB	DB
e. Chain Link Wire Partitions	A	AR	DB	DB	DB
f. In-wall Blocking	A	AR	DB	DB	DB
12. FF&E Furnishings:					
a. Carpet & Pad	A/[I]	I	FF&E	PA	DB
b. Wallcovering	A/[I]	I	FF&E	PA	DB
c. Draperies	A/[I]	I	FF&E	PA	PA
13. OS&E Furnishings					
a. Administrative Office Supplies / Equipment	H	H	OS&E	PA	IN
b. Employee Time Clocks	H	H	OS&E	PA	IN
c. Shelving (Loose / Portable)	H	H	OS&E	PA	IN
d. Housekeeping Equipment (Maids Carts)	H	H	OS&E	PA	IN
e. Room Service Equipment (Service Carts)	H	H	OS&E	PA	IN
O. SALES OFFICES / EXECUTIVE OFFICES / ACCOUNTING / BOH OFFICES					
1. Millwork					
a. Built-in desktops / Cabinets	[A]/I	[AR]/I	DB	DB	DB
b. Coffee / Refrigerator Counter	[A]/I	[AR]/I	DB	DB	DB
c. Office Mail Box Unit (Assume Built-in)	[A]/H	[AR]/H	DB	DB	DB
d. Cash Drop Box Unit (Assume Built-in)	[A]/H	[AR]/H	DB	DB	DB
2. Furniture / Files / Miscellaneous					
a. Demountable Partitions	A/[I]	AR/[I]	FF&E	PA	DB
c. Accounting & Office Machines	H	H	OS&E	PA	IN
d. Safe	H	H	OS&E	PA	IN
3. Kitchen Equipment					
a. Kitchen Equipment	A/[KC]	A/[KC]	DB	DB	DB
P. KITCHENS / BANQUET PANTRIES / SERVICE BARS / RC LOUNGE / SUITES					
1. Kitchen Equipment					
a. Food Service Equipment Design	A/[KC]	AR/[KC]	-	-	-
b. Food Service Equipment (Installation / Leveling / Caulking)	A/[KC]	AR/[KC]	KEC	KEC	KEC
c. Mech / Elect R-I to Food Service Equip (Includes pig tails to equipment)	A/[KC]/M/E/P	AR/[KC]/M/E/P	DB	DB	DB
d. Mechanical / Electrical Terminations to Food Service Equipment	A/[KC]/M/E/P	AR/[KC]/M/E/P	DB	DB	DB
e. Hand Sinks (installed by KEC / final connections by DB)	A/[KC]/P	AR/[KC]/P	KEC	KEC	KEC
f. Trench Drains & Grating (Purchased by KEC / Installed by DB)	A/[KC]/P	AR/[KC]/P	KEC	KEC	DB
g. Grease Trap Assembly	A/[KC]/P	AR/[KC]/P	DB	DB	DB
h. Raceway for Beer / Soda Dispensing Lines	A/[KC]/P	AR/[KC]/P	DB	DB	DB
i. Beverage Dispensing System (Equipment & Lines) - Soda, Beer, Liquor	[KC]/A	[KC]/AR	FF&E	PA	V
j. Kitchen Accessories / Utensils	H	H	OS&E	PA	H
k. Rubber Floor Matting	H	H	OS&E	PA	H
l. In-wall Blocking	A	AR	DB	DB	DB
2. Kitchen Hood and Fire Suppression System					
a. Exhaust Hood Enclosure	A/[KC]/M	AR/[KC]/M	KEC	KEC	KEC
b. Stainless Steel Exhaust Duct	A/KC/[M]	AR/KC/[M]	DB	DB	DB

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CLEVELAND, OH

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	SD/ DD BY CRITERIA ARCHITECT	CD / CA BY ARCHITECT OF RECORD	BUDGET	PURCHASING RESPONSE	INSTALL RESPONS.
c. Fire Suppression System at Kitchen Hood / Kitchen Equip (final connection	A/[KC]/M	AR/[KC]/M	KEC	KEC	KEC
and monitoring by DB)	A/[KC]/M	AR/[KC]/M	KEC	KEC	KEC
d. Mech/Elect/Fire Protection R-I to Exhaust Hood (Includes fire rated shaft)	A/[KC]/M	AR/[KC]/M	DB	DB	DB
e. Hood Assembly @ Display Kitchens	A/I/[KC]	AR/I/[KC]	KEC	KEC	KEC
3. Refrigeration					
a. Walk-in Coolers / Freezers	A/[KC]	AR/[KC]	KEC	KEC	KEC
b. Elect R-I inside Walk-in Units (Elect Components provided by KEC)	A/[KC]/E	AR/[KC]/E	DB	DB	DB
c. Depressed Floor Slabs for Walk-in Coolers / Freezers	A/KC/[S]	AR/KC/[S]	DB	DB	DB
d. Insulated Floor @ Walk-in Coolers / Freezers	A/[KC]	AR/[KC]	KEC	KEC	KEC
e. Conduit for Refrigeration Lines and Hook-up	A/[KC]/P	AR/KC/[P]	DB	DB	DB
4. Miscellaneous Equipment					
a. Loose / Portable Storage Shelving	A/[KC]	AR/[KC]	KEC	KEC	KEC
b. Furniture / Files	A/[KC]	AR/[KC]	FF&E	PA	IN
c. Work Table / Shelving	A/[KC]	AR/[KC]	FF&E	PA	IN
d. Wire Partitions	A/[KC]	AR/[KC]	FF&E	PA	IN
e. Stainless Steel Wall Panels	A/[KC]	AR/[KC]	KEC	KEC	KEC
f. Wall Finishes	A/[KC]	AR/[KC]	DB	DB	DB
Q. EMPLOYEE LOCKERS / CAFETERIA					
1. Furniture					
a. Cafeteria Tables / Chairs	A/[I]	AR/[I]	FF&E	PA	IN
R. HOUSEKEEPING / LAUNDRY ROOM					
1. Laundry Equipment					
a. Laundry Room Design	A/[LC]	AR/[LC]	-	-	-
b. Laundry Room Mechanical / Electrical Rough-in	A/LC/[M/E/P]	AR/LC/[M/E/P]	DB	DB	DB
c. Laundry Room Equipment	A/[LC]	AR/[LC]	LEC	LEC	LEC
d. Laundry Room Final (Mech / Elect) Connections	A/[LC]/M/E/P	AR/[LC]/M/E/P	DB	DB	DB
e. Laundry Room Start-up / Testing	A/[LC]/M/E/P	AR/[LC]/M/E/P	LEC	LEC	LEC
f. Lint Filter Unit	A/[LC]	AR/[LC]	DB	DB	DB
g. Ductwork R-I / Connection to Laundry Rm Equipment / Booster Fan	A/[LC]/M	AR/[LC]/M	DB	DB	DB
h. Chemical Injection System	A/[LC]	AR/[LC]	LEC	LEC	LEC
i. Air Filters @ each piece of equipment	A/[LC]	AR/[LC]	LEC	LEC	LEC
j. Flexible Hosing / Cords to Equipment / Quick Disconnects	A/[LC]/M/E/P	AR/[LC]/M/E/P	LEC	LEC	LEC
k. Sink Assembly (LEC Furnished / DB Installed)	A/[LC]/P	AR/[LC]/P	DB	DB	DB
l. Floor Drain / Grate (LEC Furnished / DB Installed)	A/[LC]/P	AR/[LC]/P	LEC	LEC	DB
m. Compressed Air System	A/[LC]/M	AR/[LC]/M	LEC	LEC	LEC
n. Water Softener Equip/Accessories (laundry only - final connection by DB)	A/[LC]/P	AR/[LC]/P	LEC	LEC	LEC
o. Boilers/Steam Plant for Laundry	A/LC/[M/E/P]	AR/LC/[M/E/P]	LEC	LEC	LEC
p. Steam Conversion System	A/LC/[M/E/P]	AR/LC/[M/E/P]	LEC	LEC	LEC
2. Furniture / Miscellaneous					
a. Fixed (Built-in) Shelving	[A]/LC	[AR]/LC	DB	DB	DB
b. Loose (Portable) Shelving	A/[LC]	AR/[LC]	FF&E	PA	IN
c. Work Tables	A/[LC]	AR/[LC]	FF&E	PA	IN
d. Soiled Hampers	H	H	OS&E	PA	O
S. MAINTENANCE SHOP					
1. Miscellaneous Equipment / Furniture					
a. Work Table / Benches	H	H	OS&E	PA	IN
b. Engineering / Maintenance Shop Tools / Equipment	H	H	OS&E	PA	IN
c. Electrical Rough-in to Stationary Equipment	A/[E]	AR/[E]	DB	DB	DB
d. Furniture / Files	A/[I]	AR/[I]	FF&E	PA	IN
2. Shelving / Partitions					
a. Fixed Storage Shelving	[A]/H	[AR]/H	OS&E	PA	IN
b. Loose (Portable) Shelving	[A]/H	[AR]/H	OS&E	PA	IN
c. Wire Partitioning	[A]/H	[AR]/H	OS&E	PA	IN
T. RECEIVING / SECURITY / PERSONNEL / STORAGE					
1. Miscellaneous Equipment					
a. Furniture / Files	[A]/H	[AR]/H	FF&E	PA	IN
b. Shelving	[A]/H	[AR]/H	FF&E	PA	IN
c. Wire Partitioning	[A]/H	[AR]/H	OS&E	PA	IN
2. Surveillance System					
a. Conduit, Pull wire, Sleeves, Boxes, Cable/wire	A/[SEC]	AR/[SEC]	DB	DB	DB
b. Equipment	A/[SEC]	AR/[SEC]	OS&E	V	V
U. ELEVATORS / ESCALATORS					
1. Passenger Elevators					
a. Hydraulic / Traction Elevators	A/I/[EL]	AR/I/[VT]/EL	DB	DB	DB
b. Elevator Cab Lighting	E/A/I/[EL]/LIT	E/AR/I/[VT]/EL/LIT	DB	DB	DB

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c. Elevator Cab Interior Finishes	A/[I]/EL	[AR]/I/EL	DB	DB	DB
d. Elevator Doors / Frames (Finish Selection)	A/[I]/EL	[AR]/I/EL	DB	DB	DB
e. Telephone Wiring (within Elevator Cab to Machine Rm Control Panel)	E/A/[EL]	E/AR/[VT]/EL	DB	DB	DB
f. Telephone Wiring (Telephone Equip Rm to Elevator Machine Room)	[CT]/A/EL	[CT]/AR/EL	DB	DB	DB
g. Elevator Call Buttons / Indicator Lights (Decorative / Non-Std)	A/[I]/EL	[AR]/I/EL	DB	DB	DB
h. Signage (Code Req'd Signage within cab and equipment rooms)	[SN]/A/I/EL	[SN]/AR/I/EL	DB	DB	DB
2. Service Elevators					
a. Hydraulic / Traction Elevators	A/[EL]	AR/I/[VT]/EL	DB	DB	DB
b. Elevator Cab Interior Finishes	[A]/EL	[AR]/EL	DB	DB	DB
c. Elevator Cab Lighting	A/[EL]	AR/I/[VT]/EL	DB	DB	DB
d. Elevator Doors / Frames	[A]/EL	[AR]/EL	DB	DB	DB
e. Telephone Wiring (within Elevator Cab to Machine Rm Control Panel)	E/A/[EL]	AR/I/[VT]/EL	DB	DB	DB
f. Telephone Wiring (Telephone Equip Rm to Elevator Machine Room)	[CT]/A/EL	[CT]/AR/EL	DB	DB	DB
g. Elevator Call Buttons / Indicator Lights (Assume Elev Std)	[A]/EL	[AR]/EL	DB	DB	DB
h. Signage (Code Req'd Signage within cab and equipment rooms)	[SN]/A/EL	[SN]/AR/EL	DB	DB	DB
V. SPECIAL SYSTEMS					
1. Telephone / Data Systems					
a. Telephone/ Data System Design (Equipment Selection / Design)	A/[CT]/E	AR/[CT]/E	-	-	-
b. Telephone / Data System Design (Raceway / Wiring Layout)	A/[CT]/E	AR/[E]/CT	DB	DB	DB
c. Telephone / Data Conduit Rough-in	A/[CT]/E	AR/[E]/CT	DB	DB	DB
d. Tele / Data - Cable/Wiring | Terminate at wall jack | System Test-out	A/[CT]/E	AR/[E]/CT	DB	DB	DB
e. Telephone Sets (Includes phone wire from phone unit to wall jack)	A/[CT]	AR/[CT]	OS&E	TELE	TELE
f. Pay Telephones / Credit Card Phone Units	A/[CT]	AR/[CT]	CTV	CTV	CTV
g. Underground Conduit (Outside source to telephone equipment room)	A/[CT]/E	AR/[E]/CT	DB	DB	DB
h. Plywood Backboard (Telephone Equipment Room)	A/[CT]/E	AR/[E]/CT	DB	DB	DB
i. Patch Panel (Telephone Equipment Room)	A/[CT]/E	AR/[E]/CT	DB	DB	DB
j. Head-end Telephone Equipment	A/[CT]	AR/[CT]	CTV	CTV	CTV
k. PBX Telephone Equipment	A/[CT]	AR/[CT]	CTV	CTV	CTV
l. PBX Station (Rack)	A/[CT]	AR/[CT]	CTV	CTV	CTV
m. Automated Phone / Bill Tracking System	A/[CT]	AR/[CT]	CTV	CTV	CTV
n. UPS Battery Power Back-up System (Assume w/ Equipment)	A/[CT]	AR/[CT]	CTV	CTV	CTV
o. Air Conditioning Provisions at Telephone Equipment Room	A/CT/[M]	AR/CT/[M]	DB	DB	DB
2. Computer Systems					
a. Computer / Data System Design (Equipment Selection / Design)	CT	CT	-	-	-
b. Computer / Data System Design (Raceway / Wiring)	A/[CT]/E	AR/[CT]/E	DB	DB	DB/COMPV
c. Computer Conduit Rough-in	A/CT/[E]	AR/CT/[E]	DB	DB	DB
d. Computer - Cable/Wiring | Terminate at wall jack | System Test-out	A/[CT]/E	AR/[CT]/E	COMPV	COMPV	COMPV
e. Computer & Equip Installation (Incl. cable from computer to wall jack)	A/[CT]	AR/[CT]	COMPV	COMPV	COMPV
f. UPS Battery Power Back-up System	A/[CT]	AR/[CT]	COMPV	COMPV	COMPV
g. Dedicated Electrical Supply to Computer Systems	A/CT/[E]	AR/CT/[E]	DB	DB	DB
h. Air Conditioning Provisions @ Computer Equipment Room	A/CT/[M]	AR/CT/[M]	DB	DB	DB
i. Antistatic Mats (Assume not required)	-	-	-	-	-
3. Television (CATV)					
a. CATV System Design (Equipment Selection / Design)	A/[CT]/E	AR/[CT]/E	-	-	-
b. CATV System Design (Raceway / Wiring Layout)	A/CT/[E]	AR/CT/[E]	-	-	-
c. CATV Conduit Rough-in	A/CT/[E]	AR/CT/[E]	DB	DB	DB
d. CATV Cable/Wiring to wall jack	A/[CT]/E	AR/[CT]/E	DB	DB	DB
e. Televisions (Includes pigtail from TV to wall jack)	A/I/[H]	AR/I/[H]	CTV	CTV	CTV
f. Brackets for wall mounted TV units	A/I/[H]	AR/I/[H]	FF&E	PA	IN
g. In-wall Blocking for wall mounted TV Brackets	[A]/I/S	[AR]/I/S	DB	DB	DB
h. Head-End Equipment	A/[CT]	AR/[CT]	CTV	CTV	CTV
i. Head-End Equipment Rack	A/[CT]	AR/[CT]	CTV	CTV	CTV
j. Underground Conduit (Outside source to CATV Equip Rm)	A/CT/[E]	AR/CT/[E]	DB	DB	DB
k. Satellite Dish / Repeater (Installation)	A/[CT]	AR/[CT]	CTV	CTV	CTV
l. Satellite Dish / Repeater (Building Support Assembly if Required)	A/[CT]/S/E	AR/[CT]/S/E	DB	DB	DB
m. Raceway (Satellite Dish to CATV Equip Rm)	A/CT/[E]	AR/CT/[E]	DB	DB	DB
n. Dedicated Electrical Supply to CATV Equipment Room	A/CT/[E]	AR/CT/[E]	DB	DB	DB
o. UPS Battery Power Back-up System	A/[CT]	AR/[CT]	CTV	CTV	CTV
p. Air Conditioning Provisions at CATV Equipment Room	A/CT/[M]	AR/CT/[M]	DB	DB	DB
4. Audio Visual Systems					
a. A/V System Design (Equipment Selection / Design)	A/[AV]/E	AR/[AV]/E	-	-	-
b. A/V System Design (Raceway / Wiring Layout / Speaker Location)	A/[AV]/E	AR/[AV]/E	-	-	-
c. A/V Conduit Rough-in	A/AV/[E]	AR/AV/[E]	DB	DB	DB
d. A/V Cable / Wiring Installation	A/[AV]/E	AR/[AV]/E	AVV	AVV	AVV
e. A/V Cable / Wiring Terminations to AV Components	A/[AV]/E	AR/[AV]/E	AVV	AVV	AVV
f. Microphone Jacks - Fixed	A/AV/[E]	AR/AV/[E]	DB	DB	DB
g. Speakers (Recessed Speaker Cans)	A/AV/[E]	AR/AV/[E]	DB	DB	DB

10/22/2013

DESIGN / PURCHASE / INSTALLATION RESPONSIBILITY MATRIX [ ] - Party with Primary Responsibility when there are multiple parties involved	DESIGN RESPONSIBILITIES		PURCHASING RESPONSIBILITIES		
	SD/DD BY CRITERIA ARCHITECT	CD/CA BY ARCHITECT OF RECORD	BUDGET	PURCHASING RESPONSE	INSTALL RESPONS
h. Speaker Units	A/[AV]/E	AR/[AV]/E	AVV	AVV	AVV
i. Equipment Racks	A/[AV]/E	AR/[AV]/E	AVV	AVV	AVV
j. Amplifier	A/[AV]/E	AR/[AV]/E	AVV	AVV	AVV
k. Background Music System Equipment	A/[AV]/E	AR/[AV]/E	AVV	AVV	AVV
l. Portable A/V Equipment (i.e., Microphones, Speakers, Projectors)	A/H/[AV]	AR/H/[AV]	H	LEASED	LEASED
m. Recessed Projection Screens (Electric & Manual)	[A]/I/E	[AR]/I/E	DB	DB	DB
n. Air Conditioning Provisions at AV Equipment Room	A/AV/[M]	AR/AV/[M]	DB	DB	DB
o. Portable Specialty Lighting Equipment	A/LIT/[H]	AR/LIT/[H]	H	LEASED	LEASED
p. Structural Support Framing for Skyhook Equip / Other Equip.	A/[S]	AR/[S]	DB	DB	DB
q. In-Wall Blocking	A	AR	DB	DB	DB
5. P.O.S. System:					
a. P.O.S. System Design (Equipment Selection / Design)	POSV	POSV	-	-	-
b. P.O.S. System Design (Raceway / Wiring)	A/[POSV]/E	AR/[POSV]/E	POSV	POSV	POSV
c. P.O.S. Conduit Rough-in	A/POSV/[E]	AR/POSV/[E]	DB	DB	DB
d. P.O.S. - Power	A/POSV/[E]	AR/POSV/[E]	DB	DB	DB
e. P.O.S. - Cable	A/[POSV]/E	AR/[POSV]/E	POSV	POSV	POSV
f. P.O.S. Equipment & Installation | Termination | System Test-out	POS	POS	POSV	POSV	POSV
g. UPS Battery Power Back-up System	A/[POSV]/E	AR/[POSV]/E	POSV	POSV	POSV
h. Dedicated Electrical Supply to P.O.S. Equipment	A/POSV/[E]	AR/POSV/[E]	DB	DB	DB
i. Air Conditioning Provisions @ Computer Equipment Room	A/POSV/[M]	AR/POSV/[M]	DB	DB	DB
6. Security System:					
a. Security System Design (Equipment Selection / Design)	SEC	SEC	-	-	-
b. Security System Design (Raceway / Wiring)	A/[SEC]/E	AR/[SEC]/E	SECV	SECV	SECV
c. Security Conduit Rough-in	A/SEC/[E]	AR/SEC/[E]	DB	DB	DB
d. Security Cabling / Wiring	A/[SEC]/E	AR/[SEC]/E	SECV	SECV	SECV
e. Security Head End Equipment Installation | Termination | System Test-out	SEC	SEC	OS&E	H	H
f. Security Cameras (If req'd)	A/[SEC]/E	AR/[SEC]/E	SECV	SECV	SECV
g. Security Console / Monitoring Equipment	A/[SEC]/E	AR/[SEC]/E	SECV	SECV	SECV
h. Electric Locksets (Employee Entrances)	A/SEC/[E]	AR/SEC/[E]	DB	DB	DB

EXHIBIT K

ASSIGNMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2013 ("Effective Date") by and among CLEVELAND-CUYAHOGA COUNTY PORT AUTHORITY (the "Authority"), THE COUNTY OF CUYAHOGA, OHIO, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (the "County"), and COOPER CARRY, INC., a Georgia corporation ("Criteria Architect").

BACKGROUND

A. The County and Criteria Architect entered into that certain Criteria Architect Agreement, dated as of November 13, 2013 (the "Criteria Architect Agreement").

B. At the request of the County, the Authority has agreed to (i) acquire certain parcels of land and air-rights parcels owned by the **[County/City]** upon which all or portions of the Project (as defined in the Criteria Architect Agreement); (ii) acquire, install, construct, equip and otherwise improve certain facilities and equipment upon the Site (as defined in the Criteria Architect Agreement) [**and (iii) issue bonds to provide financing for acquisition, construction, equipping and improvement of the Project**].

C. Construction Agent (defined below), in consideration of the acquisition, construction, equipping and improvement of the Project by the Authority, the provision of financing assistance therefor, and the lease of the Project by the Authority, as lessor, to the County, as lessee, as contemplated by the Lease Agreement (defined below), has agreed to perform the duties and obligations of the Construction Agent under the Construction Agency Agreement (defined below).

D. In furtherance of the foregoing, the County has agreed to assign, and the Authority, subject to the terms of this Agreement, has agreed to assume the obligations of the County under the terms of the Criteria Architect Agreement, as amended by the terms hereof, and the parties have agreed to amend the terms of the Criteria Architect Agreement, all in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the above premises and the agreements herein contained, the parties agree as follows:

ARTICLE 1 — DEFINITIONS

1.1 Definitions. In addition to other terms defined in the Criteria Architect Agreement and elsewhere herein, as used in this Agreement, the following terms shall have the meanings indicated below:

["Bonds" shall mean the bonds to be issued by the Authority or other entities in support of the financing for the Project.]

["Bond Trustee" shall mean the person or entity designated, as Trustee under the Trust Indenture, until a successor trustee shall have become such pursuant to the applicable provisions of such indentures, and thereafter Bond Trustee shall mean that successor or any other duly appointed successor trustee.]

"Construction Agent" shall mean, The County Of Cuyahoga, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof, acting solely in its capacity as agent to the Authority pursuant to the Construction Agency Agreement.

"Construction Agency Agreement" shall mean that certain Construction Agency Agreement between Construction Agent, the Authority, the Director **[and/or the Bond Trustee]**, pursuant to which the Authority appointed Construction Agent to act as the Authority's agent in all matters relating to the Agreement.

"Criteria Architect Agreement" shall mean that certain Criteria Architect Agreement by and between the County and Criteria Architect, dated as of November ___, 2013, as amended by the terms of this Agreement.

"Director" means the officer of the State, appointed pursuant to Section 121.03 of the Ohio Revised Code, who administers and is the executive head of the Department of Development, initially the Director of Development, or the officer who by law performs the functions of that office, and any natural person acting on behalf of the Director of Development or such an officer pursuant to any delegation permitted by law.

"Lease Agreement" shall mean that certain lease agreement entered into by and between the Authority, as lessor, and the County, as lessee, for the Project.

ARTICLE 2—ASSIGNMENT; CONSTRUCTION AGENT

2.1 Assignment. The County hereby assigns to the Authority all of the County's rights, obligations, title and interest in the Criteria Architect Agreement, and Authority, subject to the terms of this Agreement, hereby accepts and assumes such rights, obligations, title and interests under such Criteria Architect Agreement.

2.2 Acknowledgement of Assignment. Criteria Architect hereby consents and acknowledges that the Agreement was properly assigned to the Authority pursuant to the Assignment in connection with the bond financing for the Project.

2.3 The Authority's Relationship with Construction Agent.

2.3.1 Pursuant to the Construction Agency Agreement, the Authority has appointed Construction Agent to act as the Authority's agent in all matters relating to the Criteria Architect Agreement for each portion of the Project covered by the Construction Agency

Agreement. Except as the context shall otherwise require, all references in the Criteria Architect Agreement to "the County" shall be deemed to mean a reference to Authority, as owner of the Project, and the Construction Agent acting solely in its capacity as agent to the Authority under the Construction Agency Agreement. All documents and communications to "the County" shall be directed to the Construction Agent. In all actions taken pursuant to the Agreement, Construction Agent warrants that it will act within the scope of its agency relationship with the Authority. Criteria Architect shall have the right to rely upon decisions and notices provided by Construction Agent. All covenants, obligations, warranties, guarantees, and indemnifications of Criteria Architect are for the benefit of, and may be enforced by, the Authority and Construction Agent.

2.3.2 Pursuant to Section 2.1.1 of the Criteria Architect Agreement, the Authority hereby designates Construction Agent as a member of the Project Development Team.

2.4 Third Party Rights. Nothing contained herein shall be deemed to give any third party any claim or right of action against Construction Agent or Criteria Architect that does not otherwise exist without regard to the Criteria Architect Agreement.

ARTICLE 3 — LIMITED LIABILITY

3.1 Limited Liability. In order to finance the Project, the Port has issued the Bonds and has agreed, pursuant to the Criteria Architect Agreement [**and the Indenture**], to use the proceeds thereof to pay, among other Project costs, its obligations with respect to the Work. None of the obligations of the Port arising out of the Criteria Architect Agreement shall constitute a general debt of the Port or give rise to any general pecuniary liability of the Port and those obligations shall be payable solely and exclusively from the proceeds of the Bonds and any investment earnings on those proceeds. Neither Criteria Architect, nor any Consultant or other person claiming under or through Criteria Architect (or any such Consultant), shall have any right or claim whatsoever against Construction Agent or the Port, or any official, officer, employee or agent of Construction Agent or the Port, with respect to the Work, except to the extent of the Port's interest in the Project.

ARTICLE 4 — MISCELLANEOUS

4.1 Effect on the Agreement. Except as specifically amended herein, all of the provisions of the Criteria Architect Agreement remain in full force and effect, and all such provisions of the Criteria Architect Agreement are hereby ratified and confirmed. In the event of an irreconcilable conflict between the terms of the Criteria Architect Agreement and those of this Agreement, the terms of this Agreement shall control.

4.2 References. All references to the Criteria Architect Agreement in the Contract Documents and other similar documents entered into to complete the Project shall mean the Criteria Architect Agreement as amended by this Agreement.

4.3 Counterparts. This Agreement may be executed by each party in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one binding document.

The Agreement is entered into as of the Effective Date.

CLEVELAND-CUYAHOGA COUNTY PORT AUTHORITY

By: _____
Name: _____
Its: _____

THE COUNTY OF CUYAHOGA, OHIO

By: _____
Name: _____
Its: _____

The legal form for the within instruments is hereby approved.

By:_____
Date:_____

COOPER CARRY, INC.

By: _____
Name: _____
Its: _____