FINAL

DESIGN-BUILD AGREEMENT

by and between

THE COUNTY OF CUYAHOGA, OHIO

and

TURNER / OZANNE / VAA A JOINT VENTURE

Dated as of November 13, 2013

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DESIGN-BUILD AGREEMENT

THIS DESIGN-BUILD 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 TURNER / OZANNE / VAA A JOINT VENTURE, an Ohio joint venture ("Design-Builder"). The County and Design-Builder agree as follows:

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:

"Adjacent Property" shall mean the land adjoining and surrounding the Site, including the Cleveland Convention Center, Global Center for Health Innovation, the Mall B public area, and the streets, sidewalks and buildings adjoining the Site.

"Affiliate" of any specified person or entity means any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person or entity, or which is a director, officer, employee, or partner (limited or general) of such specified person or entity. For the purpose of this definition, "control", when used with respect to any specified person or entity, means the possession, direct or indirect, of the power to vote 5% or more of the securities having ordinary voting power for the election of directors or the power to direct or cause the direction of the management and policies of such person or entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Agreement" shall mean this Agreement between the County and Design-Builder, 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 the requirements of the Americans with Disabilities Act) applicable to the Project or the Work, or its design or construction.

"Architect" shall mean the architect-of-record that shall prepare the Construction Drawings and Specifications pursuant to an Agreement with Design-Builder, which firm is VOA Associates.

"Architect Subcontract" shall mean the contract between Architect and Design-Builder relating to the Project.

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

"Assignment Amendment" shall mean the form of amendment attached to this Agreement as Exhibit B to be executed by and among Owner, Design-Builder and the Authority at the closing of the financing of the Project as contemplated herein.

"Auditable Records" shall mean all accounting records for the expenditures relating to the services and Work provided under this Agreement, 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.

"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 4.2 of this Agreement.

"Change Order" shall mean a written instrument signed by the County, Design-Builder and (as applicable) Architect, and approved by such entities as the County may request from time to time, relating to a change in the Work, GMP 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 GMP, extension of time or other relief with respect to any of the terms of the Contract Documents.

"Claims and Damages" shall mean all liabilities, losses, expenses (including attorneys' fees and expenses), costs, damages, claims, demands, suits, causes of action, and includes, without limitation, any liens, judgments, penalties, interest, court costs, arbitration costs, and other legal fees incurred in connection with any of the foregoing.

"Construction Change Directive" shall mean a written order by the County to Design-Builder directing a change in the Work prior to final agreement on the adjustment, if any, to the GMP or Construction Schedule.

"Construction Contingency" shall mean the construction contingency established through the buy-out process set forth in Section 8.1 of this Agreement.

"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 the County consultants, rights-of-way costs, financing costs or County furnished furniture, fixtures or equipment.

"Construction Cost Limitation" shall mean Two Hundred Million Dollars ($200,000,000).

"Construction Drawings and Specifications" shall mean the final working drawings and specifications and addenda thereto describing the size, design, character, appearance, functionality, design, construction, materials, finishes, structure and mechanical, electrical and all other systems and components of the Project produced by Architect pursuant to Section 5.1.

"Construction Plan" shall have the meaning set forth in Section 5.8.

"Construction Schedule" shall mean a detailed and comprehensive schedule prepared by Design-Builder and consistent with all agreed upon milestone dates set forth in the Master Project Schedule, utilizing a critical path method (CPM) network that is in conformance with accepted industry standards for projects of this size, scope and complexity and that: (a) shows cost and all major elements and phases of the Project with no activity having a duration greater than thirty (30) working days (including any County-provided design or construction, utility provider design or construction, Governmental Authority approvals and design or construction by any third party in connection with the Project); (b) breaks down each element or phase by trade; (c) shows duration of each task; (d) shows manpower and cost loading for each trade or task that has a cost defined as within the Cost of the Work; (e) shows early and late start dates so that all "float" time will be accurately identified; and (f) otherwise is in a form satisfactory to the County.

"Consultants" shall mean Architect and all consultants and other professionals employed or retained by Design-Builder or Architect, as applicable, to provide services with respect to the Project, including those firms or entities identified on Exhibit A.

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

"Contract Sum" shall have the meaning set forth in Section 8.1.1.

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

"Cost of the Work" shall have the meaning set forth in Section 8.3.2.

"County" shall mean the County of Cuyahoga, Ohio.

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

"Criteria Architect" shall mean Cooper Carry, Inc., or such other architecture firm identified by the County in writing as the Criteria Architect.

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

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

"Delay Liquidated Damages" shall have the meaning set forth in Section 6.2.2.4.

"Design Documents" shall refer to, as applicable, the Schematic Design Documents, the Design Development Documents, the GMP Documents or the Construction Drawings and Specifications.

"Design Development Documents" shall mean the drawings and specifications to be prepared by Criteria Architect based upon, and refining, the Schematic Design Documents and illustrating the scope, relationship, forms, functionality, size and appearance of the Project by means of plans, sections and elevations, typical construction details and equipment layouts and specifications.

"Design-Builder" shall mean Turner / Ozanne / VAA a Joint Venture.

"Design-Builder's Fee" shall have the meaning set forth in set forth in Section 8.4.1.2.

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

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

"Equipment" shall mean all equipment, tools (other than small tools), machinery, implements, and other items used in connection with the temporary or permanent Work, but not incorporated into the permanent Work.

"Final Completion" or "finally complete" shall mean the stage in the progress of the Work when the Work is completed in accordance with the terms of the Contract Documents and Design-Builder has satisfied all of its other obligations under this Agreement and the Contract Documents, including (a) all Governmental Authorities have given final, written approval of the entire Project, (b) a final unconditional Certificate of Occupancy has been issued by the appropriate Governmental Authorities, and (c) all Punch List items have been completed or corrected. Notwithstanding the foregoing, if all other conditions to achieving Final Completion have been satisfied and Design-Builder has fully performed all of its obligations under this Agreement required to be performed by it for Final Completion, then Final Completion shall be deemed to have occurred notwithstanding the withholding of the final certificate of completion by the relevant Governmental Authority for reasons outside Design-Builder's control.

"Force Majeure" shall mean an act of God, fire, tornado, hurricane, named storms, flood, earthquake, explosion, war, terrorism, embargoes, civil disturbance or riot, industry-wide (and not Project-specific) labor strikes, any other cause outside Design Builder's reasonable control, and unusually severe weather that is abnormal and unforeseeable for the time of year in question.

"General Conditions" shall mean the General Conditions of the Contract for Construction, contained in Exhibit C, which shall govern all construction activities at the Project.

"General Conditions Work" shall mean the services to be provided by Design-Builder as identified on Exhibit D attached hereto.

"GMP" shall mean the guaranteed maximum price set forth in the GMP Amendment.

"GMP Amendment" shall mean an amendment to this Agreement, in the form of Amendment No.1 attached hereto as Exhibit E, to establish and memorialize the final GMP as part of this Agreement.

"GMP Documents" shall mean the GMP Drawings and Specifications, the Prose Statement, the GMP Qualifications and Assumptions and the other documents set forth in the GMP Amendment.

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

"GMP Qualifications and Assumptions" shall mean the written statement of qualifications and assumptions prepared by Design-Builder, based upon the GMP Drawings and Specifications and Prose Statement and approved by the parties pursuant to Section 4.9.2.

"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.

"Guaranteed Substantial Completion Date" shall mean April 1, 2016, or such other date as is set forth in the GMP Amendment and as the same may be amended from time to time pursuant to the terms of this Agreement.

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

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

"Hotel Grand Opening Date" shall mean June 1, 2016, or such other date as is set forth in the GMP Amendment and as the same may be amended from time to time pursuant to the terms of this Agreement.

"Hotel Operator" shall mean Hilton Worldwide, Inc.

"Identified Claims" shall mean claims that (a) have been asserted against the County, Design-Builder or the Project and (b) have been identified in writing (both in terms of the nature of the claim and the potential amount) and supported with reasonable documentation detailing the underlying claim.

"Indemnitees" shall mean the County, Hotel Operator, the Port, the City of Cleveland, 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 Design-Builder, Architect or their respective Consultants relating to the performance of the Services, including the designs, drawings, specifications, preliminary plans, models (including the BIM Model), renderings and other documents prepared by Design-Builder, Architect or their respective Consultants, whether hard copy or on electronic media.

"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.

"Life Cycle Cost Analysis" shall mean an assessment on the capital and operational cost of a particular construction item, system or equipment during the estimated useful life of the permanent improvements comprising 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, bid package preparation and release, building department approvals and other Project approvals.

"Materials" shall mean all materials, supplies, appliances, equipment, fixtures and other items to be incorporated into the Work or consumed in connection with the Work.

"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.

"Project" shall mean the design and construction of a convention center hotel in Downtown Cleveland, Ohio and associated work, to be located adjacent to the Cleveland Convention Center and Global Center for Health Innovation, as described on Exhibit K.

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

"Project Report" shall mean the monthly report to be prepared by Design-Builder in the form approved by the County pursuant to Section 5.7.3.

"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 Architect and approved by the County that contains minor items of incomplete Work not impacting Substantial Completion and to be completed or corrected after Substantial Completion.

"Schedule of Values" shall mean the statement furnished by Design-Builder reflecting the portions of the Contract Sum allocated to the various portions of the Work and, when approved by the County, used as the basis for reviewing Applications for Payment.

"Schematic Design Documents" shall mean the schematic design documents of the Project, to be prepared by Criteria Architect, 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.

"Self-Performed Work" shall mean such Work in which a substantial portion thereof is performed directly by Design-Builder's own labor forces or the labor forces of any Affiliate of Design-Builder (including the joint venture partners of Design-Builder, if any), and not through Subcontracts or purchase orders with third party contractors or suppliers.

"Separate Contractors" shall mean any persons or firms performing work for the Project that are under direct contract with the County, and includes any persons or firms engaged to deliver FFE or OSE as set forth in Section 7.3 hereof.

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

"Subcontract" shall mean any subcontract or purchase order for the various categories of Work between Design-Builder and a Subcontractor.

"Subcontractor" shall mean a person or entity that has a direct contract with Design-Builder to perform any portion of the Work (including Equipment leases and Material purchase agreements) at the Site. The term Subcontractor includes Suppliers, but does not include any Separate Contractor or subcontractors of such Separate Contractors unless expressly assigned in writing to Design-Builder by the County.

"Submittals" shall mean drawings, diagrams, illustrations, schedules, performance charts, shop drawings, product data, illustrations, standard schedules, performance charts, instructions, brochures, diagrams, samples, and other data specifically prepared for the Project by Design-Builder or any Subcontractor, manufacturer, supplier or distributor, and if prepared by a Subcontractor, manufacturer, supplier or distributor, then reviewed by Architect for completeness and correctness, which illustrate how specific portions of the Work shall be fabricated or installed.

"Substantial Completion" or "Substantially Complete" shall mean the Work (or separable areas, units or phases as provided in the Contract Documents) is substantially complete in accordance with the Contract Documents, such that the Project is ready for opening to the general public and for its intended use and enjoyment by the County, 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 of Punch List 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. Notwithstanding the foregoing, if all other conditions to achieving Substantial Completion have been satisfied and Design-Builder has fully performed all of its obligations under this Agreement required to be performed by it for Substantial Completion, then Substantial Completion shall be deemed to have occurred notwithstanding the withholding of the temporary certificate of completion by the relevant Governmental Authority for reasons outside Design-Builder's control.

"Sub-subcontractor" shall mean any person or entity, including Suppliers, suppliers and vendors, who has a direct contract with a Subcontractor to perform any of the Work.

"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.

"Value Engineering" shall mean an analysis of the feasibility of alternative systems, equipment and materials to identify such alternative systems, equipment and materials of equivalent quality (including Life Cycle Cost Analysis), 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 construction, design and other services required by the Contract Documents, and includes the furnishing of all Material, labor, detailing, layout, Equipment, supplies, plants, tools, scaffolding, transportation, temporary construction, superintendence, demolition, and all other services, facilities and items, reasonably necessary for the full and proper performance and completion of the requirements of the Contract Documents and items reasonably inferable from and consistent with the Contract Documents for the proper execution and completion of the Contract, whether provided or to be provided by Design-Builder or a Subcontractor, or any other entity for whom Design-Builder is responsible, and whether or not performed or located on or off of the Site.

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
RELATIONSHIP OF THE PARTIES

2.1 Project Overview; Relationship with Port.

2.1.1 The County shall deliver to Design-Builder a copy of the executed Cooperative Agreement promptly after its execution by the County, the Port and the City. 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 Design-Builder to provide design and construction services for the Project in accordance with this Agreement.

2.1.2 It is further 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. Design-Builder 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 the Assignment Amendment in a format substantially similar to the Assignment Agreement attached hereto as Exhibit B, and any other amendments, modifications or certifications that are reasonable and customary for similar projects by the Port.

2.2 Cooperation with Project Development Team and the County.

2.2.1 Design-Builder shall coordinate its services and Work 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. Design-Builder and the County agree to use their best efforts to fully communicate and cooperate with each other and the Design Team during the design and construction of the Project.

2.2.2 Design-Builder shall cooperate with and, as reasonably required by the County, meet with the operators and managers of the Adjacent Property in order to assure adequate coordination of the design, construction and planning of the Project with the operations of the Adjacent Property. Design-Builder recognizes that the design and planning phase of this Project will require significant, ongoing and active coordination.

2.2.3 Design-Builder acknowledges the critical public function of the Project and shall participate in meetings, as directed by the County, with community and neighborhood groups, including the Group Plan Commission and Positively Cleveland, and other parties having an interest in the Project.

2.2.4 It is acknowledged by Design-Builder that the County, Criteria Architect, the County's Representative, and such other parties as the County may determine from time to time shall have access at all reasonable times to the Work and all Contract Documents and shall have the right to review and copy the same during normal business hours.

2.3 Standard of Performance of Criteria Architect. The County hereby confirms that its agreement with the Criteria Architect provides that the Criteria Architect's services under such agreement (which include, inter alia, preparation of Conceptual Plans and Design Development Documents as set forth in Article 4 hereof) shall be performed in accordance with the standard of professional care that prevails among national design firms engaged in the planning, design, construction, furnishing, equipping and administration of large scale and complex projects of similar scope, function, size, quality, complexity and detail as the Project.

2.4 Architect's Services.

2.4.1 Architect shall be the architect-of-record of the Project. Architect shall be duly licensed to perform the services required by this Agreement and shall not be changed without the prior written approval of the County. Notwithstanding anything herein to the contrary, Architect's services shall be performed in accordance with, and judged against, 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 the design and construction of similar convention center hotels in major metropolitan areas in the United States.

2.4.2 Prior to the execution of the GMP Amendment, Design-Builder shall advise the County as to the technological "state of the art" options for convention center hotels and shall advise the County as to systems or components of the Project that are not, based on Architect's opinion, "state of the art." After establishment of the GMP, Design-Builder shall advise the County of changes or advancements in such "state of the art" options that come to its attention, but such options shall not be incorporated into the Contract Documents except by a Change Order duly executed by Design-Builder and the County. The term "state of the art" shall mean current design trends and anticipated technological developments that are generally available within the Project time frame.

2.4.3 Design-Builder hereby conditionally grants, transfers and assigns to the County all the rights, title and interest of Design-Builder in, to and under the Architect Subcontract. The foregoing assignment shall be exercisable by the County, at its election, in the event that the County has exercised its right to terminate this Agreement in whole or in part or to take control of, or cause control to be taken of, the Work, or any portion thereof, provided that the County pays Design-Builder for all undisputed amounts due under this Agreement for Work performed in accordance with the Contract Documents. The County may reassign the Architect Subcontract to another design-builder, general contractor or any other person or entity, and such assignee may exercise the County's rights in the Architect Subcontract. Design-Builder shall obtain the consent of the Architect to the foregoing assignment and the agreement of the Architect that, upon written notice from the County and the exercise by the County of its rights under this Agreement, Architect shall, as so requested by the County, continue to perform all of its obligations, covenants and agreements under the Architect Subcontract.

2.5 Project Partnering. Design-Builder shall participate in multiple project facilitation processes involving members of the Project Development Team. The project facilitation process shall be developed by Design-Builder in consultation with, and subject to the approval of, the County. Each participant shall bear its own cost and expense of attendance. Sessions will include major Subcontractors identified by the parties. The County shall pay the costs of the facilitator and any rental for the facility where the partnering session will be held.

2.6 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 Design-Builder, Architect, their respective Consultants, Subcontractors, Sub-subcontractors, or any of their respective employees or agents engages in any of the acts that would permit termination of a contractor or service provider under such ethical standards.

2.7 Conflict-of-Interest. Design-Builder covenants that, to the best of its knowledge, no prior or present services Design-Builder or Architect provided to third parties conflicts with the interests of the County 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. Design-Builder shall promptly notify the County of any potential conflict that may arise during the course of Design-Builder's services or Work under this Agreement.

2.8 Confidentiality. Design-Builder acknowledges that certain valuable, confidential, and proprietary information of the Project Development Team may come into Design-Builder's possession. Accordingly, Design-Builder agrees to hold in strictest confidence, and shall require Architect and Subcontractors to hold in the 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) that is marked confidential, not to use such information other than for the performance of this Agreement, 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 Design-Builder is bound. Design-Builder shall not communicate the information of the Project Development Team in any form to any third party without the County's prior written consent, except that the County's consent will not be required for disclosures of the County's information communicated to potential and actual subcontractors and vendors as necessary to properly bid for any portion of the Work or as necessary for the performance of any portion of the Work. 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 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; (c) was known to the recipient at the time of its disclosure by the disclosing Party to the recipient; (d) was independently developed by the recipient without the proprietary information disclosed by the disclosing Party; or (e) 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.

2.9 Communications with Media. Design-Builder shall coordinate with the County regarding communications with any person affiliated with any print or broadcast media related to the Project. Design-Builder shall be responsible for compliance with the terms of this Section by its officers, directors, and employees. Design-Builder shall require compliance with the terms of this Section by Architect, Consultants and Subcontractors, and their respective officers, directors,

employees and subconsultants in Design-Builder's agreements with such parties, and Design-Builder shall be jointly liable with them for any breach of this obligation.

2.10 Financing. Design-Builder shall provide such assistance as the County may request in connection with the Project financing that is commercially reasonable and that does not materially increase Design Builder's burdens or obligations or reduce Design Builder's rights or remedies. Design-Builder agrees that it will make available to the County, its Lenders, any bond trustees and rating agencies, information relating to the Project, including information relating to the construction progress and expenditures, as any Lenders or bond trustees may request. Design-Builder shall furnish such consents to assignments and certifications addressed to the County, its Lenders any bond trustees and rating agencies, as may be, requested and as are commercially reasonable and customary for construction projects of similar size, scope and complexity as the Project. Design-Builder shall cooperate with the independent engineers, if any, of any Lenders or bond trustees. The County shall endeavor to obtain from its lenders, and supply to Design-Builder, the proposed forms of such certificates and assignments as promptly as practicable.

2.11 Proof of Funding. Prior to the execution of the GMP Amendment, Design-Builder may request in writing that the County provide reasonable evidence satisfactory to Design-Builder that the County has made financial arrangements to fulfill its obligations under this Agreement. Thereafter, Design-Builder may only request such evidence if (a) the County fails to make payments to Design-Builder as the Contract Documents require, (b) a change in the Work materially increases the GMP, or (c) Design-Builder identifies in writing a reasonable concern regarding the County's ability to make payment when due. After the County furnishes such evidence, the County shall not materially vary such financial arrangements without prior notice to Design-Builder. Notwithstanding anything in this Agreement to the contrary, however, and without affecting the obligation of the County to provide proof of funding for the entire Project cost, the Design-Builder acknowledges that the maximum amount to be paid by the County prior to execution of the GMP Amendment in accordance with Section 4.9.2 pursuant to this Agreement shall not exceed $10,000,000.

2.12 Cooperation with Governmental Authorities. Design-Builder shall work and cooperate with any and all Governmental Authorities in the conduct of the Work and shall, at all times, accommodate all Legal Requirements of these authorities as they relate to schedule, means and methods. Design-Builder shall meet with the County and Governmental Authorities to ascertain any requirements that may affect the sequence, timing, schedule or means and methods of construction and to fully include and recognize the requirements of Governmental Authorities in any and all of Design-Builder's scheduling, estimating and other work product required under the terms of this Agreement.

2.13 Limitation of Authority. Design-Builder 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. Design-Builder shall have authority to act on behalf of the County only to the extent provided in this Agreement or in the General Conditions. In the event of an emergency affecting the safety of persons, the Project or Adjacent Property, Design-Builder, without special instruction or authorization, shall act reasonably to prevent or minimize any threatened damage,

injury or loss. Design-Builder's authority to act on behalf of the County shall be modified only by an amendment in accordance with the terms hereof.

2.14 Representations. Design-Builder warrants and represents to the County that Design-Builder is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work conditioned on payment by County for the Work; that Design-Builder is able to furnish the plant, tools, Materials, supplies, Equipment and labor, and is experienced in and competent to perform the Work; that Design-Builder is qualified to do the Work and is authorized to do business in the State of Ohio; and that Design-Builder holds, or will obtain, all licenses, permits, or other special licenses to perform the Work, as and if required by Applicable Laws.

2.15 Investigation of Site and Adjacent Property. By execution of this Agreement, Design-Builder represents that Design-Builder has visited the Site and become familiar with local conditions under which the Work is to be performed. By execution of this Agreement, Design-Builder represents and warrants that, to the extent reasonably practicable and observable, it has investigated and familiarized itself with all land adjoining and surrounding the Site, including the Adjacent Property, streets, sidewalks, and buildings adjoining the Site and the operations of the same and, to the extent reasonably practicable, has ascertained the materials and construction of the Adjacent Property, and Design-Builder shall be governed thereby for the necessary, thorough, safe and satisfactory execution of all Work called for in the Contract Documents.

2.15.1 Prior to commencement of construction, Design-Builder shall document the existing condition of the Adjacent Property to establish benchmarks for monitoring the response of any buildings or significant improvements on the Adjacent Property to the construction activities that will be taking place on the Site.

ARTICLE 3
STANDARD OF CARE; PERSONNEL

3.1 Design-Builder's Standard of Care. Design-Builder covenants with the County to further the County's interests in the Project by furnishing Design-Builder's best skill and judgment to the County and the Project Development Team. Design-Builder shall furnish efficient business administration and supervision and shall furnish at all times an appropriate and adequate supply of workers and Materials to complete the Project in an expeditious and economical manner consistent with the Contract Documents. Design-Builder shall perform its services under this Agreement and shall cause the entire Work described in the Contract Documents to be executed in accordance with the standard of care and skill for contractors, construction managers and design/engineering professionals experienced and specializing in the design, engineering, construction and construction management of convention center hotels in major metropolitan areas in the United States.

3.2 Design-Builder's Personnel. Design-Builder shall assign sufficient numbers of duly qualified professional and technical personnel to the Project to the extent necessary to ensure that its obligations under this Agreement are timely carried out with respect to the performance of the Work. Such personnel shall include all of the personnel described in Exhibit G attached hereto,

all of whom have been approved by the County. The approval by the County of any Project personnel shall not relieve Design-Builder of any responsibility for such personnel. The personnel identified in Exhibit G of shall devote their full energies to the Project during the GMP Development and Construction Phases while employed by Design-Builder unless the County gives prior written consent for such personnel to undertake other responsibilities, and such personnel will not be removed or replaced by Design-Builder without the County's prior written consent unless such personnel becomes incapacitated or ceases to be employed by Design-Builder. Design-Builder shall promptly replace any personnel assigned to the Project at the instruction of the County if the County in its sole discretion determines that such removal would be in the best interests of the Project. In no event shall the staffing of the Project reflected in Exhibit G (including the rates and duration of personnel) be changed or adjusted without the County's prior written approval.

3.3 Consultants.

3.3.1 The firms identified on Exhibit A, or firms later added by amendment to this Agreement, are part of Design-Builder's design/engineering team and shall not be changed without the prior written approval of the County. Design-Builder acknowledges that certain of the Consultants have previously provided design/engineering services to the Project for the Criteria Architect. By pre-approving such Consultants, the County does not acquire any responsibility for the Consultant or its qualifications. Design-Builder has investigated, for its own benefit, the reputation and qualifications of such firms and has satisfied itself of their ability to satisfactorily perform the work or services assigned.

3.3.2 Design-Builder hereby accepts, and shall require Architect to accept in the Architect Subcontract, all design responsibility for all services and work that any Consultant performs for this Project, whether performed prior to its contract with Design-Builder or Architect, as applicable, or after entering into its contract, including, without limitation, design/engineering services for the Project previously provided by such Consultants to the Criteria Architect.

3.3.3 In general, communications by and with Architect and the Consultants shall be through Design-Builder, 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 Architect's employees or the employees of any Consultants. The County shall provide notice to Design-Builder regarding any such communication. The County shall not have, nor be deemed to have, any direct contractual relationship with Architect or any Consultant, and shall not be obligated to pay, nor be liable for the nonpayment of, the fees, costs, and expenses of any Architect or any Consultant; all such fees, costs, and expenses being the obligation of Design-Builder.

3.3.4 Architect and each of the Consultants shall be bound by the terms of this Agreement and shall assume toward Design-Builder all of the obligations and responsibilities that Design-Builder by the terms of this Agreement assumes toward the County. Design-Builder acknowledges that Design-Builder shall be fully responsible to the County for all actions or inactions of Architect, the Consultants and their employees.

3.4 Non-Discrimination; Participation and Inclusion Goals.

3.4.1 Design-Builder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Design-Builder shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this Section 3.4, "treated" means and includes the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. Design-Builder shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of Design-Builder setting forth the provisions of this nondiscrimination clause.

3.4.2 Design-Builder shall, in all solicitations or advertisements for employees placed by or on behalf of Design-Builder, state that Design-Builder is an equal opportunity employer and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3.4.3 It is the policy of the County to promote full and equal access in contracting and procurement opportunities for all businesses in Cuyahoga County. The County has established the following Small Business Enterprise ("SBE") and local residency goals for the Project: (a) 25% in value of subcontracts to SBEs certified by the County, (b) 40% of the construction workers are to be Cuyahoga County residents, and (c) 20% of the construction workers are to be City of Cleveland residents, and 4% of the construction workers are to be "Low-Income Person", as defined in Chapter 188 of the City of Cleveland Codified Ordinances). All SBE firms must be certified by Cuyahoga County, and in order to count towards SBE compliance, the work must be subcontracted to an SBE firm. The SBE program is administered and enforced by the County's Office of Procurement and Diversity, and Design-Builder shall comply with the requirements set forth in the County's Small Business Enterprise Program Policies and Procedures Manual (revised January 1, 2012), which include documentation and other reporting requirements.

3.4.4 Design-Builder and its Subcontractors shall comply with "living wage" requirements of the City of Cleveland Codified Ordinance Chapter 189 (Cleveland Fair Employment Law).

3.4.5 Design-Builder is encouraged to promote full and equal access in contracting and procurement opportunities for firms certified by the City of Cleveland as minority business enterprises ("MBE") and female business enterprises ("FBE"). Design-Builder will develop a program for increasing MBE and FBE participation in the Project, which program shall include participation goals and monthly reporting of progress, and shall submit such program to the County for its review and comment.

3.4.6 Design-Builder and its Subcontractors shall pay to all laborers and mechanics performing Work the prevailing wage rates of the Project locality, in accordance with the most current schedule published by the State of Ohio, Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Design-Builder shall comply with the provisions, duties, obligations, and is subject to the remedies and penalties of, Chapter 4115 of the Ohio Revised Code. Design-Builder shall obtain the prevailing wage rates from the Ohio Bureau of Employment Services, Wage & Hour Division. Design-Builder shall maintain at the Project site copies of the payrolls for the Project. The payroll reports shall be certified that they are correct and complete and the wage rates shown are not less than those required by Chapter 4115 of the Ohio Revised Code. The payroll reports shall also state the name of the union or plan to which the withheld or unpaid fringes are to be paid. Design-Builder shall be responsible for submitting all payroll reports of Subcontractors to the County. With each Application for Payment, Design-Builder and each Subcontractor shall submit a letter certifying that they have complied with the requirements of Chapter 4511 of the Ohio Revised Code. An affidavit executed by Design-Builder and its Subcontractors certifying compliance with the requirements of Chapter 4115 of the Ohio Revised Code shall be a condition precedent to final payment under this Agreement. Forms of the affidavit and certified payroll reports can be found at the following website: http://www.com.ohio.gov/laws.

3.5 Differentiation Document. Design-Builder shall provide, or shall cause to be provided, all services identified in the Differentiation Document as being the responsibility of Design-Builder or any party for whom Design-Builder is responsible.

ARTICLE 4
PRELIMINARY DESIGN PHASE

4.1 Programming and Planning.

4.1.1 Design-Builder has reviewed the County's initial program and has found it adequate and achievable in terms of the anticipated Project budget and schedule requirements. Design-Builder recognizes that its involvement in the programming and design processes is critical to the Project's success and that Design-Builder's thoughtful and timely feedback to the County and Criteria Architect, along with Design-Builder's involvement in all phases of the design and programming effort, is critical to the County. Design-Builder agrees that it will fully employ and bring to bear its extensive hotel construction experience, along with all appropriate estimating, scheduling and in-house peer review resources during the programming and preconstruction phase consultation process.

4.1.2 Design-Builder shall work and collaborate with the County, Hotel Operator, the operators and managers of the Adjacent Property, the Port, the City and such other persons or entities as designated by the County, in devising a phasing plan in such a way as to assure a rational, logical and coherent sequencing of construction that minimizes any impact on the operation of the Adjacent Property during the construction phase of the Project.

4.2 BIM.

4.2.1 The County, Design Builder, Criteria Architect and Architect will use BIM in connection with the design, engineering and construction of the Project. The County, Design Builder, Criteria Architect and Architect 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 and other parties that are expected to develop content for the BIM Model.

4.2.2 Criteria Architect shall create the BIM Model. Design-Builder shall be responsible for the management and development of the BIM Model. Management obligations shall include establishing protocols for file storage locations, processes for transferring and accessing BIM Model files, clash detection at the 30, 60, 90 percent of Construction Documents development, establishment of access rights, location for hosting of incoming models, coordination of the submission of models, validation that files are complete and usable and in compliance with applicable protocols, aggregation of BIM Model files, maintenance of BIM Model archives and backups.

4.2.3 On or before December 1, 2013, the County, Design Builder, Criteria Architect and Architect 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.

4.2.4 As more specifically set forth in the BIM Implementation Plan, Design-Builder shall ensure that all "as built" information as contained in the As-Built Drawings is included in the final BIM Model, and that all building information contained in the final BIM Model shall be in a format that will permit the County to incorporate such information into the County's facility management system for the Project.

4.3 Project Schedules.

4.3.1 A preliminary Master Project Schedule (the "Preliminary Schedule") is attached hereto as Exhibit R. The Preliminary Schedule contains only Project durations and is not date-specific. Within thirty (30) days following the Effective Date, Design-Builder shall update, revise and otherwise modify and deliver a Master Project Schedule substantially in accordance with the Preliminary Schedule for review and approval by the County. The approved Master Project Schedule shall be updated by Design-Builder monthly throughout the duration of the Project.

4.3.2 Concurrent with the delivery of its GMP proposal, Design-Builder shall prepare and deliver a preliminary Construction Schedule and an updated Master Project Schedule, which shall be date-specific for each of the tasks contained therein, for the County's

review and approval. Design-Builder shall investigate and recommend a schedule for the purchase of materials and equipment requiring long lead time procurement, and shall coordinate the procurement schedule with the preparation of the Construction Schedule. The Construction Schedule shall be updated and distributed monthly throughout the duration of the Project to accurately reflect progress to date, remaining durations and any new or revised logic or activities. Design-Builder shall supply, on a monthly basis, graphic representation of the Construction Schedule, together with such reports as requested by the County that are typically available through the use of industry standard software programs approved by the County. The monthly updates of the Master Project Schedule and Construction Schedule required under this Section 4.3 shall be included in the monthly Project Report.

4.3.3 Design-Builder recognizes that it shall be asked to propose, review and evaluate various alternative schedules during the preconstruction phase and that this scheduling process is a part of Design-Builder's responsibilities. Design-Builder further agrees that it will use its best efforts to faithfully estimate any schedule-related impact on costs during the evaluation of any alternative schedules. Design-Builder shall, from time to time and as requested by the County, update such Master Project Schedule to incorporate any such alternative schedules.

4.4 Value Engineering. Design-Builder will provide Value Engineering analysis on major construction components, such as mechanical system, exterior envelope, structural system, roof system, lighting and power service. The Value Engineering analysis will be summarized in report forms and distributed to the County and Criteria Architect. Design-Builder will conduct a series of Value Engineering and analysis workshops during both the Schematic Design and Design Development phases of the Project to develop cost-saving ideas for the Project. The formal reports will be prepared following these workshops and distributed to Criteria Architect and the County. As part of this process, Design-Builder shall include experienced personnel from its other offices to offer Value Engineering suggestions. Design-Builder shall provide the County with a written report identifying the persons who participated and setting forth the suggestions discussed.

4.5 Schematic Design Phase. Design-Builder shall review the Schematic Design Documents prepared by Criteria Architect. Design-Builder shall advise the County and provide recommendations on relative feasibility of construction methods, availability and selection of materials, building systems, equipment and labor, time requirements for procurement, installation and construction, and factors related to cost including Value Engineering, costs of alternative designs or materials, and possible economies. Design-Builder shall promptly advise the County and Criteria Architect when any proposed design solutions exceed budgeted costs.

4.6 Design Development Phase.

4.6.1 Design-Builder shall review the Design Development Documents during their development by Criteria Architect. Design-Builder shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to cost including Value Engineering, costs of alternative designs or materials, and possible economies. Design-Builder

shall prepare and deliver to the County a comprehensive written Value Engineering report at the end of the Design Development phase.

4.6.2 During the preparation of the Design Development Documents, the County, the Design Team, Design-Builder and, if requested by the County, Hotel Operator, shall meet 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. If there are any such material modifications, then Design-Builder shall update its Construction Cost estimate.

4.6.3 Design-Builder shall provide an analysis of the types and quantities of labor required for the Project and shall review the availability of appropriate categories of labor required for critical phases and shall make recommendations for and execute actions designed to minimize adverse effects of labor shortages.

4.7 Cost Estimates.

4.7.1 Design-Builder shall regularly update the County with respect cost evaluations of key components of the Project, as reasonably requested by the County, and deliver to the County and Criteria Architect detailed estimates of the Construction Cost within thirty (30) days after each of the respective dates: (a) the date Design-Builder receives the completed Schematic Design Documents; and (b) the date Design-Builder receives the approximately 50% completed Design Development Documents.

4.7.2 In preparing the Construction Cost estimates and any updates thereto, Design-Builder shall use recognized and accepted cost estimating techniques in the construction industry. After preparing the Construction Cost estimates and updates, Design-Builder, the County and Criteria Architect will meet to review the updates and to compare them against the Construction Cost Limitation. If Design-Builder's update exceeds the Construction Cost Limitation, the County, Design-Builder and Criteria Architect will discuss what revisions, if any, have to be made to the documents so that Design-Builder and the County can establish a mutually acceptable GMP. Each shall endeavor to reconcile any questions, discrepancies or disagreements relating to the estimate or Construction Cost Limitation. If the reconciled Construction Cost estimates exceed the then current Construction Cost Limitation, then Design-Builder shall provide, as part of its services hereunder, cost estimating, Value Engineering, constructability review and other services as required to meet the Count's budgetary limitations including the evaluation of alternative designs and systems with the County and the Criteria Architect. The County may, in its sole discretion, accept or reject any proposed reconciliation, adjustments to the Construction Cost Limitation, the estimates of Construction Cost or the Project scope.

4.8 GMP Development Phase.

4.8.1 The attached Exhibit F, prepared by Criteria Architect, Architect and Design-Builder, describes the detailed content of the GMP Drawings and Specifications. The

GMP Drawings and Specifications shall take into account all Applicable Laws and shall meet the level of detail set forth in Exhibit F.

4.8.2 Design-Builder shall review the GMP Drawings and Specifications during their development by Criteria Architect. Design-Builder shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to cost including costs of alternative designs or materials and possible economies.

4.8.3 During the preparation of the GMP Drawings and Specifications and Prose Statement, the County, Hotel Operator (only if requested by the County), the Design Team and Design-Builder shall meet weekly and Criteria Architect shall, at such meetings, notify the County and Design-Builder of any material modifications in quantities or qualities or other material changes that impact the cost or time of construction from the documents previously issued by Criteria Architect. If there are any such material modifications, then Design-Builder shall update its Construction Cost estimate.

4.8.4 Design-Builder shall provide an analysis of the types and quantities of labor required for the Project and shall review the availability of appropriate categories of labor required for critical phases. Design-Builder shall make recommendations for and execute actions designed to minimize adverse effects of labor shortages.

4.9 GMP Documents; Construction Cost Limitation; Contingency.

4.9.1 Prior to issuance of the GMP Drawings and Specifications, Design-Builder shall meet with Criteria Architect and the County to arrive at a mutually acceptable methodology for estimating costs based on the GMP Drawings and Specifications to assure that the GMP does not exceed the amount allocated for Construction Cost in the County's Project budget. Design-Builder understands and agrees that the Construction Cost Limitation constitutes a fixed limit of Construction Cost available for the Project. The GMP ultimately agreed to in the GMP Amendment cannot exceed the Construction Cost Limitation. Accordingly, Design-Builder shall use its best efforts to assist the County in achieving a GMP that complies with the Construction Cost Limitation. Notwithstanding the undertaking of Design-Builder to endeavor to achieve a GMP that complies with the Construction Cost Limitation and the various acknowledgments of the Construction Cost Limitation set forth elsewhere herein, Design-Builder does not warrant or guarantee any schedules or estimates except as set forth in the GMP Amendment.

4.9.2 On or before the date set forth in the Master Project Schedule, the County shall cause Criteria Architect to prepare and deliver to Design-Builder a set of the GMP Drawings and Specifications and the Prose Statement (which may include any additional documents necessary to define the scope of the Work and the County's intent). Within fifty (50) days after receipt of the 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 based upon the GMP Documents and the Prose Statement. Within fourteen (14) days after the County receives the proposed GMP and GMP Qualifications and Assumptions, Design-Builder, Architect, the County and Criteria Architect (along with the

Consultants) shall meet to reconcile any questions, discrepancies or disagreements relating to 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, Architect and Design-Builder. Design-Builder shall then 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. Contingent upon the County's approval of the final GMP, the parties will enter into the GMP Amendment. If the County disapproves of the proposed final GMP or GMP Documents, then the County may terminate this Agreement without cause pursuant to Article 12.

4.9.3 Design-Builder acknowledges that the GMP Documents will be incomplete at the time the GMP is established, but that Design-Builder will have had sufficient involvement with the Project to understand the program requirements and Project scope as expressed in the GMP Documents. As Design-Builder has experience in the design and construction of convention center hotels, Design-Builder acknowledges that the GMP Documents describe only general design intent, and that it is Design-Builder's responsibility, through Architect, to prepare final Construction Drawings and Specifications for the Project that reflect the design intent and all other matters reasonably inferable from the GMP Documents. The Construction Drawings and Specifications prepared by Architect will include additional or more fully developed plans, sections or details not included in the GMP Documents. Design-Builder shall make no claim against the County for an increase in the GMP based upon such additional or more fully developed plans, sections or details or based upon any new understanding of the GMP Documents developed by Design-Builder subsequent to the parties' execution of the GMP Amendment.

4.9.4 The GMP, once established by the parties' mutual execution of the GMP Amendment, shall be revised only upon the issuance of a properly authorized Change Order. The GMP shall be based upon completion of the Work pursuant to the dates for Substantial Completion and Final Completion set forth in the GMP Amendment. The GMP shall include a separately detailed breakout of the costs of the General Conditions Work.

4.9.5 The GMP shall contain an initial Construction Contingency as set forth in Section 8.1.2. The GMP may also include a separate fixed sum for Design-Builder's General Conditions Work. If the parties agree on the fixed fee for Design-Builder's General Conditions Work (and the corresponding scope of work and services related thereto), it shall be set forth in the GMP Amendment.

ARTICLE 5
FINAL DESIGN AND CONSTRUCTION PHASE

5.1 Construction Drawings and Specifications.

5.1.1 Upon execution of the GMP Amendment, Design-Builder shall cause Architect to produce and deliver Construction Drawings and Specifications to the County for

review and approval. Notwithstanding any review or approval by the County, Design-Builder shall be solely responsible for all design and other elements of the Work.

5.1.2 The Construction Drawings and Specifications shall comply with all Applicable Laws and the Hilton Brand Standards. To the extent there are changes to Applicable Laws enacted after the date of issuance of the GMP Amendment that materially affect the Work and that were not reasonably foreseeable by Design-Builder, Design-Builder shall be entitled to a Change Order for costs incurred and impact on the Construction Schedule to comply with such changes in Applicable Laws pursuant to the provisions of Article 10. To the extent Design-Builder anticipates any changes in Applicable Laws, it shall identify such anticipated changes to the County and the parties shall agree upon an appropriate cause of action depending upon the likelihood of the change and the then current stage of the design documents.

5.1.3 The Construction Drawings and Specifications shall consist of those drawings necessary to describe the size and character of the Project and its design, construction, materials, finishes, fixtures, structures, and mechanical and electrical systems, all in a manner consistent with the approved GMP Documents.

5.1.4 Design-Builder's obligation to provide specific products, systems or items of equipment, as required or referred to in the Contract Documents, shall include the provision of all customary ancillary devices necessary for the installation or operation of the equipment. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents with no edition specified, the current edition at the time of execution of the GMP Amendment shall apply. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (a) they do not supersede more stringent standards set out in the Contract Documents and (b) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

5.1.5 The County and Criteria Architect shall review the Construction Drawings and Specifications for conformance with the design concept expressed in the GMP Documents. Regardless of whether such parties review drawings, specifications or other documents prepared by Design-Builder, Design-Builder shall make no change in nor omit any of the Work shown or reasonably implied in the GMP Documents, unless the County shall approve in writing such change or omission.

5.1.6 Design-Builder shall submit partially completed Construction Drawings and Specifications when 50% complete overall and, with respect to each bid package, 90% complete per package, for review by the County. These submittal reviews shall not be the basis for a postponement of the time for completion of the Construction Drawings and Specifications. The County and Design-Builder shall mutually develop a Submittal schedule that will set forth the period for review by the County and Criteria Architect of the Construction Drawings and Specifications and will be incorporated into the Master Project Schedule.

5.1.7 Failure to review the Construction Drawings and Specifications by the County or Criteria Architect shall not relieve Design-Builder of its obligation to prepare the Construction Drawings and Specifications properly and completely in accordance with the terms of the

Contract Documents. Should the County or Criteria Architect discover any error or omission in the Construction Drawings and Specifications, such error or omission shall be brought promptly to Design-Builder's attention. In such event, Design-Builder shall, at its sole cost and expense, complete, correct and modify the Construction Drawings and Specifications in question and shall resubmit such Construction Drawings and Specifications to the County so as not to adversely impact the Construction Schedule, but there shall be no extension of the dates in the milestone dates of the Master Project Schedule.

5.1.8 Design-Builder's design and construction shall fully take into account the results of any and all tests and investigations so that the Project will be structurally stable, suitable for the County's intended purposes, and in compliance with all Applicable Laws and the GMP Documents. In accordance with Section 10.3.2, the County shall provide to Design-Builder true and complete copies of any soil tests, geotechnical exploration reports, foundation reports and environmental reports relating to the Project that are in the County's possession. With respect to such reports or recommendations that may be commissioned by, or prepared for, Design-Builder, Design-Builder shall provide to the County true and complete copies of any such reports or recommendations as soon as possible after Design-Builder receives such tests, reports or recommendations.

5.1.9 Design-Builder shall be responsible to implement any building department changes or revisions to Applicable Laws affecting the Construction Drawings and Specifications. To the extent such changes or revisions result in a material increase in Design-Builder's scope of services, Design-Builder may submit a Claim under Article 16.

5.1.10 The County shall have the right, after reasonable prior notice, to enter Design-Builder's or Architect's offices at any time during business hours to observe work and services in progress.

5.2 Subcontract Bidding Phase.

5.2.1 Design-Builder shall verify that all separation of the Project into trade contracts is done in accordance with all Applicable Laws. Design-Builder shall assure that the Construction Drawings and Specifications provide that (a) the Work of the separate Subcontractors is coordinated, (b) all requirements for the Project have been assigned to the appropriate trade, (c) the likelihood of jurisdictional disputes has been minimized, and (d) proper coordination has been provided for phased construction. Design-Builder shall assure that the Work under all Subcontracts, when aggregated, will be complete and sufficient for the entire construction of the Project. With the County's prior consent, to be exercised in the County's sole discretion upon Design-Builder's presentation of the benefits to the Project, Design-Builder may, prior to establishing the GMP, subcontract with design-assist or design-build Subcontractors. Design-Builder shall actively develop Subcontractors' interest in the Project and will participate in community outreach programs to develop interest among SBE firms.

5.2.2 Prior to the award of any Subcontract with an estimated subcontract value of $50,000 or more, Design-Builder shall submit to the County for approval the qualifications that a subcontractor must have in order to perform the Work of such Subcontract, and a list of at least

three prospective Subcontractors that Design-Builder believes meet the qualifications. All Subcontractors shall be reputable, qualified firms with an established record of successful performance in their respective trades. The County may eliminate from the list those prospective Subcontractors that the County believes are not qualified, based on the criteria mentioned in the scope of services, or to which the County has other reasonable objections. Design-Builder shall revise the list in accordance with the County's eliminations. The County shall inform Design-Builder of its eliminations of any prospective Subcontractor within ten (10) business days after the County's receipt of the list. If the County disapproves of a prospective Subcontractor, then its written notice to Design-Builder shall set forth the County's objections to the prospective Subcontractor. Design-Builder shall not solicit bids or proposals from any prospective Subcontractor to whom the County has made objections. By accepting prospective Subcontractors pursuant to this Section 5.2.2, the County does not acquire any responsibility for the selection of such Subcontractor or its qualifications. The County's elimination of any prospective Subcontractor under this Section 5.2.2 shall be final and not subject to appeal except to the Board of Control on grounds of fraud or collusion in accordance with Section 504.04(e) of the County Code.

5.2.3 After Design-Builder and the County have agreed upon an acceptable list of prospective Subcontractors, Design-Builder shall solicit at least three competitive bids or proposals (including design-assist bids or proposals) from prospective Subcontractors on the list. All bids or proposals submitted shall be sealed and shall not be opened before the bid opening date set forth in the solicitation.

5.2.4 On the date set forth in the solicitation, Design-Builder shall open, in the presence of the County, all bids or proposals. The County shall have the right to be present at all post-opening scope review meetings of Design-Builder and the prospective Subcontractors.

5.2.5 Design-Builder shall recommend for award the prospective Subcontractor whose bid or proposal represents the best value, and such recommendation shall be submitted to the County with a written report setting forth the reasons supporting the recommendation. The County shall have the right to object to the proposed award if the County determines that the prospective Subcontractor does not represent the best value. If the County objects to the proposed award, it shall do so by sending written notice of such objection within ten (10) days after the County's receipt of Design-Builder's recommendation report, and such written notice shall set forth the County's reasons for objecting. If the County does not disapprove the prospective Subcontractor recommended by Design-Builder, then Design-Builder shall award the Subcontract to the prospective Subcontractor.

5.2.6 Notwithstanding the foregoing, Subcontracts with an award value less than $50,000, may be awarded by Design-Builder using any selection method selected by Design-Builder with the approval of the County.

5.2.7 Subcontracts shall be awarded on a lump sum or a guaranteed maximum price basis and no Subcontract shall be awarded on the basis of cost, plus a fee or time and materials, without the prior written consent of the County. Design-Builder will cause each Subcontract to contain each of the following:

5.2.7.1 An agreement that each of the County and the Port is a third-party beneficiary of the Subcontract, entitled to enforce any rights thereunder for its benefit, and that the County and the Port shall have the same rights and remedies vis-a-vis such Subcontractors that Design-Builder shall have, including the right to be compensated for any Claims and Damages incurred by the County or the Port resulting from any breach of such Subcontract by the Subcontractor, any breach of representations and warranties, if any, implied or expressed, arising out of such agreements and any error, omission or negligence of such Subcontractor in the performance of any of its obligations under such Subcontract;

5.2.7.2 A provision that the County may, at reasonable times, contact, but not direct the work of, the Subcontractor to discuss, or obtain a written report of, the Subcontractor's services; provided that in no event, prior to any assignment of the Subcontract to the County, shall the Subcontractor take instructions directly from the County;

5.2.7.3 A requirement that the Subcontractor promptly disclose to the County and Design-Builder any defect, omission, error or deficiency in the Construction Documents or the Work of which it has knowledge;

5.2.7.4 A provision that permits Design-Builder's rights and duties under the Subcontract to be assigned, at the same price, to the County or the County's designee after termination of this Agreement upon written notice thereof given by the County to both Design-Builder and the Subcontractor;

5.2.7.5 A provision requiring the Subcontractor to maintain insurance in accordance with the Contract Documents;

5.2.7.6 A provision that the Subcontract shall be terminable for default or for convenience upon ten (10) days' written notice by Design-Builder, or, if the Subcontract has been assigned to the County, by the County;

5.2.7.7 A provision that neither Design-Builder nor such Subcontractor shall have the right to require arbitration of any disputes in those cases where the County (or its assignee) is a party, except at the sole election of the County (or its assignee);

5.2.7.8 A provision that Subcontractor shall promptly notify the County of any default of Design-Builder under the Subcontract, whether as to payment or otherwise;

5.2.7.9 A provision that the Subcontractor comply with and pass down to sub-Subcontractors the requirements of the General Conditions;

5.2.7.10 A provision that the Subcontractor will comply with the confidentiality provisions of Section 2.8; and

5.2.7.11 A provision that Subcontractor shall comply with all of the County's ethics and contracting requirements as set forth in Sections 2.6 and 2.7.

5.3 Self-Performed Work.

5.3.1 Except as provided in this Section 5.3 or otherwise approved by the County, Design-Builder shall not be providing Self-Performed Work. Design-Builder shall, however, perform the General Conditions Work as Self-Performed Work. In addition, Design-Builder or its Affiliates shall be permitted to submit a sealed proposal for Self-Performed Work pursuant to the competitive procedures applicable to all Subcontractors for the following trades: doors, frames, hardware and loose County-procured/contractor installed items. In such instance, the opening, review and advice with respect to award or rejection of such bids or proposals shall be managed by the County. In such instances, the following requirements shall also apply: (a) if Design-Builder or its Affiliates desire to propose on Self-Performed Work, then Design-Builder or its Affiliates shall review such Work (including the subcontracting packaging plan) with the County prior to finalizing the subcontracting package; (b) there shall be a strict separation of the personnel involved with subcontracting the Self-Performed Work and Design-Builder's other personnel involved in the Project, and Design-Builder shall, by written policy distributed to all affected personnel (a copy of which shall be distributed to the County), strictly prohibit any communication prior to subcontracting award among personnel involved with the estimating, subcontracting, management or other services in connection with the Self-Performed Work and personnel working on other aspects of this Project pursuant to this Agreement (other than such communication as is permitted by all subcontractors); (c) if less than two other proposals from responsible subcontractors are submitted for Self-Performed Work, then the County may, at its option, disqualify Design-Builder or its Affiliates from award of the Self-Performed Work and, in the County's discretion, cause the subcontracting package to be re-bid; (d) Design-Builder shall not participate in the analysis or recommendations with respect to the award of the Subcontract for any Self-Performed Work, and all inquiries shall be forwarded to the County; (e) Design-Builder shall not be permitted to use Construction Contingency for Self-Performed Work; (f) Design-Builder or its Affiliates shall not, in its bid or proposal, use any of the General Conditions Work to support the Self-Performed Work or use the General Conditions Work for Self-Performed Work on any terms or conditions different from the terms or conditions on which such General Conditions Work are made available to all other Subcontractors; and (g) the solicitation for bids or proposals on Self-Performed Work shall specifically state that Design-Builder or its Affiliates shall have the right to submit a sealed bid or proposal on Self-Performed Work.

5.3.1.1 If the foregoing procedures are not strictly followed, then the County shall have the right to reject the bid or proposal of Design-Builder or its Affiliates for Self-Performed Work. In addition, if the bid or proposal by Design-Builder or its Affiliates for any Self-Performed Work is higher than the most recent estimate of the Cost of the Work for such Self-Performed Work, then the County shall have the right to reject Design-Builder's or its Affiliates' bid or proposal. Any rejection of a bid or proposal or required re-bid under this Section 5.3.1.1 shall not be the basis for an increase in the GMP or adjustment to the Project Schedule.

5.4 Early Release of Bid Packages. With the County's prior written approval and pursuant to terms and procedures approved by the County, Design-Builder may commence work on specified portions of the Work (such as, for example, abatement, demolition, mass excavation and shoring and sheeting of the Site) prior to the Parties' execution of the GMP Amendment. For

each early release bid package, the following shall apply: (a) the Architect shall have prepared Construction Drawings and Specifications for such bid package with the level of detail required for the issuance of any permits necessary under Applicable Laws to commence such Work, (b) all permits and other approvals necessary to commence Work on such bid package shall have been issued, (c) the procedures of Section 5.2 shall have been followed in the selection of the Subcontractor, (d) Design-Builder shall have submitted, for the County's review and approval, a "not-to-exceed" Cost of the Work for the Work to be performed under the bid package, (e) Design-Builder shall have submitted, for the County's review and approval, a detailed construction schedule for the Work to be performed under the bid package, (f) Design-Builder shall be paid the Cost of the Work for all Work executed under the bid package plus the Design-Builder's Fee, and (g) such Work shall be performed pursuant to all other terms and conditions of this Agreement (including, without limitation, insurance and bonding).

5.5 Performance and Payment Bond. Unless the County otherwise approves alternate security, Design-Builder shall furnish and maintain a performance and payment bond in the full amount of the GMP. Any required bonds or other security shall be communicated to Design-Builder prior to the commencement of construction. The bond shall name the County as obligee thereunder, and, if required by the Project financing documents, the Port as co-obligee thereunder. The bonds will be in the form of Exhibit H. The bonds shall be written through a surety company (a) authorized to do business in the State of Ohio, (b) having a rating of not less than "A," and Class size of "XIII" in the latest version of Best's Insurance Guide, published by A.M. Best & Company, and (c) is listed by the United States Treasury Department as acceptable for bonding Federal projects and that the bond amount is within the limit set by the Treasury Department as the net limit on any single risk. The performance bond shall cover all warranties and guarantees applicable to the Work.

5.6 Assignment of Subcontracts.

5.6.1 Design-Builder hereby conditionally grants, transfers and assigns to the County all the rights, title and interest of Design-Builder in, to and under any and all Subcontracts that are now or hereafter entered into by Design-Builder in connection with the performance of the Work. The foregoing assignment shall be exercisable by the County, at its election, in the event that the County has exercised its right to terminate this Agreement in whole or in part or to take control of, or cause control to be taken of, the Work, or any portion thereof, provided that the County pays Design-Builder for all undisputed amounts due under this Agreement for Work performed in accordance with the Contract Documents. The County may reassign the Subcontracts to another design-builder, general contractor or any other person or entity, and such assignee may exercise the County's rights in the Subcontracts.

5.6.2 Design-Builder agrees that each Subcontract entered into by Design-Builder in connection with the Work shall contain the consent of each Subcontractor to the foregoing assignment and the agreement of each such Subcontractor that, upon written notice from the County and the exercise by the County of its rights under this Agreement or portion thereof applicable to the Materials, Equipment or services being furnished by such Subcontractor, such Subcontractor shall, as so requested by the County, continue to perform all of such party's

obligations, covenants and agreements under Subcontractor's Subcontract with Design-Builder for the benefit of the County.

5.7 Meetings; Reports; Schedule Updates.

5.7.1 Design-Builder shall schedule and conduct pre-construction, construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Design-Builder shall hold progress and coordination meetings with the County and such members of the Project Development Team as may be designated by the County from time to time weekly (unless otherwise agreed) throughout the construction period. Design-Builder shall have, at a minimum, monthly meetings with selected Subcontractors to review the following with each Subcontractor (as applicable): (a) actual construction progress as compared against Subcontractor's schedule, (b) status of major components of Subcontractor's Work, (c) progress made on critical activities of Subcontractor's Work, (d) explanation for any lack of work on any critical path items, (e) explanation of critical path activities to be performed in the subsequent thirty (30) to sixty (60)-day period, (f) status of major Materials and Equipment procurements, (g) explanation for any delays during the reporting period, (h) Subcontractor's current construction schedule, (i) design issues and progress, (j) permit processing issues and progress, (k) safety issues, (l) quality control, testing and inspection issues, and (m) SBE and residency goals progress. Design-Builder shall prepare and promptly distribute minutes of all meetings to the County and to all other persons in attendance. The County will be notified in writing sufficiently in advance and may, at its option, attend any meetings.

5.7.2 Design-Builder shall update and distribute, on a monthly basis, the Master Project Schedule and Construction Schedule incorporating the activities of Subcontractors and Sub-subcontractors on the Project, including processing of Submittals and similar required documents and delivery of products requiring long lead time procurement and showing current conditions and revisions required by actual experience.

5.7.3 Design-Builder shall submit to the County a form of the monthly Project Report for use on the Project for the County's review, comment and acceptance. Upon acceptance by the County, the form of monthly Project Report shall establish the standard for detail required for the remainder of the Project. At a minimum, the monthly Project Report will contain the following: (a) listing of actual costs for completed activities and estimates for uncompleted tasks; (b) identification of variances between actual and budgeted or estimated costs; (c) the updated Master Project Schedule and Construction Schedule; (d) progress photos (aerial and ground); (e) an executive summary; (f) a discussion of pending items and existing or anticipated problems, status of RFIs; (g) a safety and accident report; (h) a summary of the DBE status for the Project; (i) information on each Subcontractor and each Subcontractor's work as well as the entire Project, showing percentages of completion and the number and amounts of Change Orders and relating such information to the Construction Schedule and the GMP; (j) to the extent then known to Design-Builder, a list of all Identified Claims, any threatened Claims and issues that, in the reasonable judgment of Design-Builder, may potentially become Claims; (k) status of Construction Contingency; and (l) such other relevant information as may be required by the County from time to time. The Project Report shall be indexed, bound and

tabulated in a manner acceptable to the County. Delivery of the Project Report shall be a condition precedent to payment of the next Application for Payment.

5.7.4 Design-Builder shall keep a daily log containing a record of weather, Subcontractor's Work on the Site, number of workers, Work accomplished, problems encountered, and other similar relevant data as the County may require. This log shall be available to the County at the jobsite. Contractor shall each day enter the number of workers at the Site, classified by Subcontract, into a spreadsheet in a format acceptable to the County, and shall provide an updated, electronic copy of such spreadsheet weekly. The manpower data entered into the spreadsheet shall be current within one week of the weekly date of publication.

5.7.5 Architect shall continuously inspect the Work and shall maintain an ongoing log of non-conforming Work and problematic Work that has been installed. The log shall record any items that have been noted as non-conforming by Governmental Authorities or the County. Such log shall be continuously available and shall be included in Design-Builder's monthly Project Report.

5.7.6 Design-Builder shall maintain a spreadsheet-based concrete placement log and shall continuously and diligently enter all concrete placement yardage for all pours broken down by footings, slab-on-grade, columns, beams, shear walls, and elevated slabs in a format acceptable to the County and such log shall be continuously available to the County.

5.7.7 Design-Builder shall maintain a log of (1) recordable OSHA incidents and (2) recordable lost-time accidents comparing the project's trade-by-trade experience to OSHA trade-by-trade experience rates for Ohio, all in a format that is acceptable to the County. Such log shall be available to the County upon request. If any Subcontractor obtains a monthly accident rate that exceeds the national average for that particular trade, Design-Builder shall promptly take measures to assure that such conduct (or the conditions causing such conduct) is abated and to notify the County of the measures taken.

5.8 Construction Plan. Design-Builder shall develop and submit to the County, no later than sixty (60) days prior to the start of construction, a construction plan that will include: (a) the construction staging plan setting forth construction scheduling, lay down areas and storage, trailer areas, trailer locations, priorities as to site use, ingress/egress and other similar site logistic matters for the Project; and (b) procedures for the assignment of responsibilities for safety precautions and programs ("Construction Plan").

5.9 Construction.

5.9.1 Design-Builder, with the assistance of the County, if required, shall assure that any required notices of commencement are properly filed before construction commences.

5.9.2 Design-Builder shall cause the Work to be performed in accordance with the requirements of the Contract Documents and all Applicable Laws. Design-Builder shall protect the County against defects and deficiencies in the Work. Design-Builder shall perform all duties and services of the "Contractor" required under the General Conditions.

5.9.3 Design-Builder shall provide and update the schedules and reports required pursuant to Section 5.7. Design-Builder shall provide administrative, management and related services as required to coordinate, supervise and direct the performance of the Work by all Subcontractors with each other and with the activities and responsibilities of the County to complete the Project in accordance with the Contract Documents. Design-Builder shall be responsible for implementing the Construction Plan. Design-Builder shall coordinate all aspects of the Project with all Governmental Authorities. Design-Builder shall be responsible for timely notification to, and coordination with, all utility companies in connection with all utility services to be provided to the Project. Design-Builder shall inform the County at once when the County's participation is required. Connections for utilities required for the Work are the responsibility of Design-Builder to the extent set forth in the GMP Documents.

5.9.4 Design-Builder shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement. Design-Builder shall take all steps necessary and appropriate to enforce agreements with Subcontractors and Sub-subcontractors for the benefit of the County. Design-Builder shall be responsible to the County for acts and omissions of Architect, Consultants, Subcontractors and their respective employees and agents. The County shall at all times have complete access to all Instruments of Services, work product, files, communications, meeting minutes, telephone logs or websites relating to the Project, whether produced or created by Design-Builder, Architect or any of their respective Consultants or Subcontractors. The County shall not have access to Design-Builder's attorney-client privileged communications.

5.9.5 Design-Builder recognizes and acknowledges that the County is relying on Design-Builder's experience and capabilities in the area of building construction. Furthermore, in accordance with Section 7.3, the County will be providing certain components of the building in the form of furniture, fixtures, equipment and other items as determined by the County that are not a part of the Work under this Agreement. Design-Builder agrees to use its considerable experience and expertise in advising the County as to appropriate ordering and delivery times, procurement sources and installations times. Design-Builder further agrees, as a part of its scheduling responsibilities, to include and incorporate any such County-furnished activities, including those described in Section 7.3, as a part of any and all of Design-Builder's schedules.

5.9.6 Design-Builder shall promptly notify the County of any default or potential default of a Subcontractor (including its inability to maintain its schedule) and shall consult with the County regarding available courses of action when the non-performing party will not take satisfactory corrective action. Design-Builder shall develop a system to allow the County to identify potential problems that could result in Change Orders or claims by Subcontractors, and shall make recommendations for avoidance of claims and Change Orders.

5.9.7 Design-Builder shall provide and supervise the General Conditions Work. Design-Builder shall provide and maintain, in good order, office and conference space for the exclusive use of the County. The standard of the office area will be the same as that used by Design-Builder's on-site staff. Design-Builder shall provide copying services for the County at the Site for incidental copying of Contract Documents. All of the foregoing shall be provided as a Cost of the Work, and not as an additional charge to the County.

5.9.8 Design-Builder shall provide reasonable protection to prevent damage, injury or loss to (a) employees and other persons who may be affected by construction activities at the Site; (b) the Work and materials and equipment to be incorporated therein; and (c) other property at or adjacent to the Site, including the Adjacent Property and utilities not designated for removal, relocation or replacement in the course of construction. Design-Builder has overall responsibility for Project safety and shall implement the safety and fire prevention program on the Project developed by Design-Builder as part of the Construction Plan and shall require all Subcontractors and Sub-subcontractors to adhere to such program. Design-Builder shall review the safety programs of each of the Subcontractors and Sub-subcontractors and make appropriate recommendations regarding their implementation. As between the County and Design-Builder, Design-Builder is responsible to the County for any and all the safety issues relating to the Work on the Project. Design-Builder shall administer and manage the safety program. Design-Builder shall monitor the establishment and execution of effective safety practices known to the industry and compliance with all applicable regulatory and advisory agency construction safety standards.

5.9.9 Design-Builder shall be responsible to the County for the adequacy of all construction means, methods, techniques and procedures employed in the performance of the Work, and for coordinating all portions of the Work. Design-Builder shall keep the Site and surrounding areas free from accumulation of waste materials or rubbish caused by Design-Builder's operations. Design-Builder shall implement daily Site cleaning. At the completion of the Work, Design-Builder shall remove from and about the Site and surrounding areas Design-Builder's tools, construction equipment, machinery, surplus materials, waste materials and rubbish.

5.9.10 Design-Builder shall prepare, obtain and pay applicable fees (if any) for the general building permit and all necessary permits and approvals from authorities having jurisdiction over the Project.

5.9.11 Design-Builder shall coordinate all testing provided by others as required by the technical sections of the Specifications and Applicable Laws. Design-Builder shall keep an accurate record of all tests, inspections conducted, findings, and test reports.

5.9.12 Design-Builder shall develop, in conjunction with the County, procedures acceptable to the County for implementing, documenting, reviewing and processing field questions and responses, field variance authorizations and directives, minor changes, Construction Change Directive and Change Orders. Design-Builder shall cooperate with the County to develop an "online" system to be used by Design-Builder and the County to facilitate quick and accurate communications and to provide for an up-to-date Submittal log accessible to the Project Development Team, which system shall be the ProLog Project Management software or such other system as approved by the County. All requests for information by Design-Builder shall be submitted to the County in good faith and shall contain Design-Builder's proposed solution to the request.

5.9.13 Design-Builder shall receive from each Subcontractor, review for conformance, approve or take other appropriate action and submit to Architect for approval or "approved as noted", together with copies to the County, such Submittals, As-Built Drawings

and other documents as set forth in the Submittal schedule agreed to by the parties in accordance with Section 5.1.6. Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals or similar documents by the County's review thereof. Design-Builder (including Architect and Consultants) shall stamp or take such other appropriate action with respect to all Submittals and other documents to verify the review, approval or other action thereon. Design-Builder's stamp shall constitute its verification that the submitted item conforms with the Construction Drawings and Specifications and is coordinated with other related Work. In collaboration with the County, Design-Builder shall establish and implement procedures for expediting the processing and approval of Submittals and other documents, but in no event shall the time period for the County's turn-around of a single Submittal exceed fourteen (14) days after delivery to the County, except as may be otherwise agreed to by the parties in the Submittal schedule. The County's review of Submittals by Design-Builder shall be limited to review of an initial submittal and two re-submittals. Design-Builder shall pay (without any increase in the GMP) for the reasonable costs and expenses incurred by the County in connection with any resubmittals beyond the initial submittal and two resubmittals, including compensating the County for additional services of its consultants rendered in connection with reviewing such re-submittals. Design-Builder shall provide informational copies of all Submittals to the County and other parties designated by the County.

5.9.14 Design-Builder shall maintain at the Site (or such other place as approved by the County), on a current basis: A record copy of all contracts (including this Agreement and all Subcontracts), the Construction Drawings and Specifications, Addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; Submittals; As-Built Drawings; the most recent Master Project Schedule and Construction Schedule; applicable handbooks; maintenance and operating manuals and instructions; all reports, meeting minutes and logs required in Section 5.7 and other related documents that arise out of the contracts or the Work. The foregoing shall be organized and maintained using a comprehensive and understandable filing system. Design-Builder shall maintain a current roster of all Subcontractors who have or are working on the Project with names and telephone numbers of key personnel and shall deliver this list to the County monthly. Design-Builder shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations. Design-Builder shall make all records available to the County at all times. At the completion of the Project, Design-Builder shall deliver to the County a reproducible set of As-Built Drawings that shall be provided in paper copy, electronic copy (i.e., PDF) and in such BIM Model format as agreed to by the County and Design-Builder. Such As-Built Drawings shall be delivered to the County no later than sixty (60) days after Final Completion.

5.9.15 Design-Builder shall perform comprehensive surveys of the concrete and steel components of the Project verifying, to the County's satisfaction, that the structure has been built in complete conformance with all dimensional requirements of the Contract Documents and Applicable Laws.

5.9.16 Design-Builder shall arrange for delivery and on-site storage (in a commercially reasonable manner), protection and security for County-furnished/contractor-installed materials, systems and equipment identified in the GMP Documents. Off-site storage

of County-furnished materials, systems and equipment shall be the County's responsibility, but Design-Builder shall coordinate the off-site storage of such County-furnished materials, systems and equipment.

5.10 Inspections. Design-Builder shall develop, in conjunction with the County and Hotel Operator, a schedule setting forth anticipated dates for inspections of various portions of the Work by the County in order to determine Substantial Completion and Final Completion of the Work or designated portions thereof. It is anticipated that the County and, if requested by the County, Hotel Operator shall make an initial visit and one re-inspection for each area of the Work designated on the schedule developed by Design-Builder, Hotel Operator and the County. If, after making such re-inspections, the County determines that the Work or such portion thereof is not substantially complete or finally complete (as the case may be) or that the Punch List has not been completed, then Design-Builder shall pay (without any increase in the GMP) for the reasonable costs and expenses incurred by the County and, if applicable, Hotel Operator in connection with any such additional inspections, including compensating the County and, if applicable, Hotel Operator for additional services of its consultants rendered in connection with the performance of such additional inspections, to the extent such consultant expended more time for such inspections than initially budgeted or scheduled.

5.11 Testing.

5.11.1 The County shall engage the services of an independent testing agency to verify compliance with the Applicable Laws and the testing requirements contained in the Contract Documents. The activities of the County's testing laboratories are solely at the discretion of the County and in no way shall relieve Design-Builder for maintaining the QM/QA Program required by Section 5.12. The County's testing laboratories will perform independent inspections and tests, interpret and evaluate the results of such tests for compliance with the Contract Documents, record observations and submit reports. Design-Builder shall, regardless of whether such testing and inspection services are performed at the expense of the County or Design-Builder, be responsible to:

5.11.1.1 notify the County's testing laboratories and the County at least two (2) days before installing Work to be tested;

5.11.1.2 furnish incidental or casual labor and facilities (*e.g.*, personnel hoisting) at the Site necessary to facilitate the County's testing;

5.11.1.3 furnish samples and provide access to all materials and component parts of the Work as required for testing; and

5.11.1.4 furnish storage facilities for the material test samples.

5.11.2 Design-Builder shall coordinate the activities of all entities conducting tests and shall cooperate fully with such agencies to facilitate all tests and inspections.

5.11.3 Testing by the County shall be at the County's cost and expense. If any test by the County indicates Defective Work and Design-Builder disagrees with the County's

conclusions based on the County's test, the County shall have the right to require additional testing of the part of the Work in question. Such additional tests shall be paid for by the County in the event such additional tests prove that no Defective Work exists. However, should such additional tests indicate Defective Work, Design-Builder shall, without adjustment to the GMP: (a) correct the Defective Work in accordance with the provisions of the Contract Documents and (b) pay all costs related to such additional tests.

5.11.4 When deemed necessary by the County, and prior to installation of any item specifically made subject to a performance standard or regulatory agency standard under any provision of the Contract Documents, Design-Builder shall furnish proof of conformance to the County. Proof of conformance shall be in the form of (a) an affidavit from the manufacturer certifying that the item is in conformance with the applicable standard, (b) an affidavit from a testing laboratory certifying that the product has been tested within the past year and is in conformance with the applicable standard, or (c) such further reasonable proof as is required by the County.

5.12 Quality Management; QM/QA Plan.

5.12.1 Prior to commencement of construction, Design-Builder shall prepare a quality control matrix, in a format approved by the County, based upon the requirements of the Construction Drawings and Specifications and Applicable Laws and listing all testing, inspections and Submittals relating to the Work with specific reference to the source of the requirement. Such matrix shall be updated as appropriate during the course of the Project. The maintenance of such matrix shall be part of Design-Builder's duties in connection with implementing the QM/QA Plan.

5.12.2 Design-Builder shall develop and implement a comprehensive Construction Quality Management and Assurance Plan (the "QM/QA Plan"). The goal of the QM/QA Plan shall be to ensure that construction of the Work is in accordance with the requirements of the Contract Documents. The QM/QA Plan shall also ensure that appropriate procedures are implemented to verify and document compliance with the Contract Documents. The QM/QA Plan shall include, but shall not be limited to, the following: (a) allocation of quality control and assurance responsibilities to the various participants in the Project; (b) an inspection and testing plan for each critical component of the Work; (c) field monitoring and inspection reports, documenting the results of inspection; (d) audit plan to audit Subcontractor's quality control and assurance efforts; (e) identification and reporting procedures for non-conforming Work; and (f) tracking system to monitor correction of non-conforming Work.

5.12.3 As part of the QM/QA Plan, Design-Builder shall review the Work of Subcontractors to determine if the Work of each Subcontractor is being performed in accordance with the requirements of the Contract Documents, and to determine if there are any defects and deficiencies in the Work. Design-Builder shall promptly bring all such defects and deficiencies to the attention of the applicable Subcontractor and the County. Communications between Design-Builder and Subcontractors with regard to quality management and assurance shall not in any way be construed as releasing Design-Builder or its Subcontractors from performing their Work in accordance with the terms of the Contract Documents.

5.13 Substitutions.

5.13.1 When a particular manufacturer's product or process is specified for an item of Work, no substitution shall be made, and any substitution is unacceptable except as provided herein. However, if, in the judgment of Design-Builder, one of the conditions enumerated below exists with respect to any item so specified, Design-Builder may offer for the County's consideration a substitute product or process other than that specified in the Contract Documents that completely fulfills the requirements of the Contract Documents ("Substitution"). Substitutions will only be considered if Design-Builder submits a written request to the County and only under the following circumstances: (a) when the specified product or process is discontinued and not available from the manufacturer or supplier; and (b) when such Substitution is, in the opinion of the County, otherwise in the best interests of the County.

5.13.2 Requests for Substitutions of products or processes other than those specified in the Contract Documents shall be timely, fully documented in writing and will be accompanied by evidence about the proposed Substitution including: (a) quality and serviceability of the specified item; (b) changes in details and construction of related work; (c) design and artistic effect; and (d) any impact of the proposed Substitution on the Project schedule or costs or cost of maintenance or expected service life. Each request for Substitution shall be accompanied by complete descriptive literature and performance data upon both the specified item and the proposed Substitution, plus any samples required by the County. Design-Builder's submission of a request for Substitution shall be deemed its representation that the Substitution meets or exceeds the standards and qualities of the specified item being substituted (including scope and length of warranty or guaranty periods). Adjustments to the GMP, if any, shall be described in an accompanying request for a Change Order. Design-Builder shall furnish with its request such drawings, specifications, samples, performance data and other information as required to assist the County in making its decision.

5.14 Hazardous Materials.

5.14.1 Design-Builder shall not use, in connection with the Work, any Hazardous Materials in such manner as would violate any Applicable Laws or cause liability to the County. The foregoing shall not be deemed to prohibit Design-Builder from using in the Work any item specified by name in the Construction Documents so long as such item is handled and used in accordance with all Applicable Laws.

5.14.2 County will provide Design Builder with a Phase 1 Environmental Site Assessment of the Site prior to Design-Builder's commencement of demolition activities. If the assessment indicates the presence of Hazardous Materials in or under the Site, then the Work shall include abatement or remediation of such Hazardous Materials in accordance with criteria developed by the Criteria Architect and final drawings and specifications prepared by Architect under the direction and management of Design-Builder.

5.15 Adjacent Property/Ongoing Operations.

5.15.1 Design-Builder shall provide reasonable protection to prevent damage, injury or loss to (1) employees and other persons who may be affected by construction activities at the Site; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the Site, including Adjacent Property and utilities not designated for removal, relocation or replacement in the course of construction.

5.15.2 Design-Builder acknowledges that during the course of its performance of the Work conventions and other events will continue to be held at the Cleveland Convention Center and Global Center for Health Innovation. Accordingly, Design-Builder agrees to manage and coordinate the Work of all Subcontractors so as not to disrupt the operations of such facilities. Design-Builder further acknowledges and agrees that modifications or disruptions to the Work arising from the continued operations of the Cleveland Convention Center and Global Center for Health Innovation will be considered in preparing the Master Project Schedule and the overall management and coordination of the Work. Design-Builder shall manage and coordinate Subcontractors in order that the continued operations of such facilities do not become the basis for claims for damages or time extensions. Design-Builder agrees as follows:

5.15.2.1 To use only those entrances or routes for the transportation of materials and access of workers to the Site and to otherwise comply with a comprehensive transportation management plan, all as jointly determined by the County and Design-Builder prior to commencement of construction. Design-Builder acknowledges that some portions of the transportation management plan will need to incorporate requirements of Governmental Authorities and Design-Builder agrees to incorporate (and abide by) any such requirements;

5.15.2.2 To take customary construction precautions and erect such partitions, barricades, fencing, walkways and other devices and other installations as are reasonably necessary to separate areas where the Work is being performed from areas being used by patrons, tenants, employees, guests, licensees and invitees of the Adjacent Property owners, managers and tenants, the County or others; and

5.15.2.3 To coordinate, supervise and schedule all construction activities in accordance with this Agreement and the Contract Documents, including service interruptions, in advance and with the approval of the County.

So long as Design-Builder complies with the requirements of this Section 5.15.2, it shall be agreed that the operations have not been disrupted by Design-Builder pursuant to this Section 5.15.2.

5.16 Punch List Work. When Design-Builder considers the Work or a designated portion thereof substantially complete, Design-Builder shall prepare a draft of the Punch List for review and approval by the County. The Punch List will be complete, detailed and thorough, contain scheduled final completion dates for each item and shall be in a form and level of detail approved by the County. Design-Builder shall promptly complete, or have completed, all items of incomplete Work and perform, or have performed, any corrective Work as required by the Punch List.

5.17 Checkout of Utilities; Training of Operating Personnel. With the County's and the Hotel Operator's personnel, Design-Builder shall coordinate, schedule and observe the checkout of utilities, operations of systems and equipment for readiness and the initial start-up, calibration and trial testing of such systems by the applicable Subcontractors, and suggested preventative maintenance logs. Design-Builder shall make certain that the applicable Subcontractor coordinate the training of the County's maintenance personnel in accordance with the Contract Documents. During the first three (3) months after Final Completion of the Project, Design-Builder shall have appropriate personnel "on call" to deal with major systems.

ARTICLE 6
TIME

6.1 Time is of the Essence.

6.1.1 Time is of the essence of this Agreement. Design-Builder shall cause the Work to meet the dates set forth in the Master Project Schedule, including and the dates for Substantial Completion and Final Completion, as those dates may be amended from time to time pursuant to the terms of this Agreement. The dates set forth in the Master Project Schedule shall not be altered except in accordance with the terms of this Agreement.

6.1.2 Design-Builder shall maintain the progress of all Work in accordance with the currently approved Construction Schedule. If at any time the Work is not proceeding in accordance with the critical path of the Construction Schedule due to the fault or breach of contract of Design-Builder or any party for whom Design-Builder is responsible, then the County shall have the right to require Design-Builder to take such measures or adopt such methods as may be necessary in the County's opinion (including ordering Design-Builder to work overtime or extra shifts) to maintain adherence to the Construction Schedule, without any increase to the GMP; however, failure of the County to require Design-Builder to take such measures shall not relieve Design-Builder of its obligations to adhere to the Construction Schedule.

6.2 Delay Liquidated Damages.

6.2.1 On or around six (6) months prior to the Guaranteed Substantial Completion Date, representatives from the County, Design-Builder, the Hotel Operator and Criteria Architect shall meet to assess the progress of the Work to specifically determine the feasibility of Substantial Completion occurring on or before the Guaranteed Substantial Completion Date. At the conclusion of that meeting, Design-Builder shall send a notice to the County and the Hotel Operator (the "SC Notice") that will either confirm that the Project will achieve Substantial Completion on or before the Guaranteed Substantial Completion Date or will state that the Project will most likely not achieve Substantial Completion on or before the Guaranteed Substantial Completion Date, in which event the notice shall set forth the projected date that Substantial Completion will be achieved. If the SC Notice states that Substantial Completion shall not be achieved by the Guaranteed Substantial Completion Date, and if the date of Substantial Completion of the Work occurs after the Guaranteed Substantial Completion Date, then the Delay Liquidated Damages shall be as described in Section 6.2.2.1 and 6.2.2.2. If the SC Notice confirms that Substantial Completion shall be achieved by the Guaranteed Substantial

Completion Date and if the date of Substantial Completion of the Work occurs after the Guaranteed Substantial Completion Date, then the Delay Liquidated Damages shall be increased as set forth in Section 6.2.2.1. In no event shall the delivery of the SC Notice relieve Design-Builder of its responsibility for Delay Liquidated Damages.

6.2.2 If the date of Substantial Completion of the Work occurs after the Guaranteed Substantial Completion Date, as that date may be extended pursuant to the terms of the Contract Documents, then Design-Builder shall pay to the County (by direct payment or offset from the Contract Sum) liquidated damages as follows:

6.2.2.1 $30,000 per day for each day after the Guaranteed Substantial Completion Date through and including the date when Substantial Completion of the Work actually occurs, plus a lump sum payment of $200,000 if Substantial Completion has not occurred on the date that is 30 days after the Guaranteed Substantial Completion; provided, however, that if Design-Builder confirms the Guaranteed Substantial Completion Date in the SC Notice, then Design-Builder shall pay to the County (by direct payment or offset from the Contract Sum) $40,000 per day for each day after the Guaranteed Substantial Completion Date through and including the date when Substantial Completion of the Work actually occurs, plus a lump sum payment of $400,000 if Substantial Completion has not occurred on the date that is 30 days after the Guaranteed Substantial Completion.

6.2.2.2 In addition to the applicable amounts set forth in Section 6.2.2.1, if the date of Substantial Completion of the Work occurs more than 30 days after the Guaranteed Substantial Completion Date, then Design-Builder shall pay $40,000 per day for each additional day after date that is 30 days past the Guaranteed Substantial Completion Date through and including the date when Substantial Completion of the Work actually occurs, plus a lump sum payment of $400,000 if Substantial Completion has not occurred on the date that is 60 days after the Guaranteed Substantial Completion Date as that date may be extended pursuant to the terms of the Contract Documents.

6.2.2.3 If Substantial Completion occurs after the Guaranteed Substantial Completion Date but the Project nonetheless opens to the general public on or before the Hotel Grand Opening Date, then the liquidated damages above shall be reduced by fifty percent (50%) of the amounts set forth above, and the County shall refund or otherwise credit Design-Builder fifty percent (50%) of the Delay Liquidated Damages paid by Design-Builder.

6.2.2.4 All liquidated damages referenced in this Section 6.2.2 are collectively referred to herein as the "Delay Liquidated Damages." The Delay Liquidated Damages shall be payable upon demand at the time they accrue. The Delay Liquidated Damages set forth in this Section 6.2 shall be the sole remedy for delay and shall not exceed sixty percent (60%) of the Design Builder's Fee (the "LD Cap") determined at the time of the GMP Amendment. Design-Builder shall continue to exercise good faith efforts to achieve Substantial Completion notwithstanding that Delay Liquidated Damages are no longer payable because the LD Cap has been reached.

6.2.3 Subject to the LD Cap, the Delay Liquidated Damages commence on the day after the Guaranteed Substantial Completion Date and shall accumulate until the date that Substantial Completion of the Work is achieved. The parties acknowledge and agree that because of the unique nature of the Project and the expense involved in delayed opening of the Hotel, it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by the County as a result of Design-Builder's failure to achieve Substantial Completion on or before the Guaranteed Substantial Completion Date. It is understood and agreed by the parties that: (a) the County shall be damaged by failure of Design-Builder to meet such obligations; (b) it would be impracticable or extremely difficult to fix the actual damages resulting therefrom; (c) any sums that would be payable under Section 6.2.2 are in the nature of liquidated damages, and not a penalty, and are fair and reasonable; and (d) such payment represents a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from such failure, and shall, without duplication, be the sole and exclusive measure of damages with respect to any failure by Design-Builder to achieve Substantial Completion on or before the Guaranteed Substantial Completion Date. The Delay Liquidated Damages are intended only to cover damages suffered by the County as a result of delay and shall not be deemed to cover the cost of completion of the Work or damages resulting from Defective Work.

6.3 Extensions of Time. If the performance by Design-Builder of any obligation hereunder shall be delayed because of (a) events of Force Majeure, (b) by an act or neglect of the County or any Separate Contractor employed by the County, (c) by changes ordered in the Work, or (d) by unforeseen conditions or unavoidable casualties beyond the control of Design-Builder, Subcontractors, Sub-subcontractors or any other person or entity for whose acts they may responsible, then the time for the performance thereof (and, if applicable, the Guaranteed Substantial Completion Date) shall be extended as provided in this Agreement, provided that in each instance the conditions and requirements set forth in Article 10 are satisfied. No extension of time shall be granted to Design-Builder unless the delay affects the critical path of the Project and then only to the extent that the delay affects the critical path unless Design-Builder can demonstrate a greater impact to the Construction Schedule. No extension of time shall be granted for delays on account of, or resulting from, weather conditions unless Design-Builder demonstrates, by the presentation of statistical data, that such conditions were extraordinary for the period in question. Design-Builder shall not be granted any time extension due to Design-Builder's financial inability to perform.

6.4 Remedies for Failure to Prosecute Work. If, in the reasonable judgment of the County, Design-Builder shall (a) fail, refuse or neglect to supply a sufficiency of workers or to deliver the Materials or Equipment with such promptness as to prevent the delay in the progress of the Work, (b) fail in any respect to commence and diligently prosecute the Work and proceed to the point to which Design-Builder shall proceed in accordance with the Construction Schedule in order to achieve Substantial Completion in accordance with the Construction Schedule, (c) fail to commence, prosecute, finish, deliver or install the different portions of the Work on time as herein specified in accordance with the Construction Schedule, or (d) fail in the performance of any of the material covenants of the Contract Documents, then the County shall have the right to direct Design-Builder to accelerate the Work to comply with the Construction Schedule, including, providing additional labor or expediting deliveries of Materials, performing overtime, additional shifts or re-sequencing the Work without adjustment to the GMP. The County shall,

after having provided Design-Builder written notice and a reasonable opportunity to cure, and without waiving any other rights or remedies, have the right to withhold progress payments and supplement Design-Builder's forces with Separate Contractors or to seek other redress for Design-Builder's default.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 County's Representative.

7.1.1 The County has designated the County's Representative as its agent and representative authorized to act on the County's behalf with respect to the Project. The County reserves the right to change its representative, and the County shall notify Design-Builder in writing within seven (7) days of such change. The County's Representative has no design or construction management responsibilities of any nature and none of the activities of the County's Representative supplant or conflict with any services or responsibilities customarily furnished by Criteria Architect or required of Design-Builder. All instructions by the County to Design-Builder relating to services performed by Design-Builder will be issued or made through the County's Representative in writing. All communications and Submittals of Design-Builder to the County shall be issued or made through the County's Representative unless the County's Representative shall otherwise direct. The County's Representative shall have authority to establish procedures, consistent with this Agreement, to be followed by Design-Builder and Subcontractors.

7.1.2 The County shall render approvals and decisions within the time frame set forth in this Agreement or any schedules approved by the County or, in the absence thereof, with reasonable promptness to avoid delay in the orderly progress of Design-Builder's services and the Work of Design-Builder. It shall be Design-Builder's responsibility to timely advise the County of all time requirements and restraints with respect to such approvals and decisions.

7.1.3 It is acknowledged and agreed that no provision of the Contract Documents that provides for any approval, review or similar participation by the County shall be construed or interpreted to limit Design-Builder's obligations and responsibilities pursuant to the Contract Documents.

7.1.4 The County represents and warrants that: (a) this Agreement constitutes a valid, legal and binding obligation of the County, enforceable in accordance with the terms hereof except as the enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights generally; (b) there are no actions, suits or proceeding pending or, to the County's knowledge, threatened against or affecting the County before any court or administrative body or arbitral tribunal that might materially adversely affect the ability of the County to meet and carry out its obligations under this Agreement; and (c) the execution, delivery and performance by the County of this Agreement has been duly authorized by all requisite corporate action, and will not contravene any provision of, or constitute a default under, any other agreement or instrument to which it is a party or by which it or its property may be bound.

7.2 Work by Separate Contractors.

7.2.1 The County reserves the right to hire Separate Contractors in connection with the Project. Design-Builder shall afford Separate Contractors reasonable opportunity for the introduction and storage of their materials and for the execution of their services, and shall properly connect and coordinate the Work with the services of such Separate Contractors. With respect to each part of the Project as to which the County may enter into separate contracts with Separate Contractors, Design-Builder shall, as part of the Work, cooperate with the County and Separate Contractors in the scheduling and coordination of services to be performed by such Separate Contractor with the Work to be performed by Design-Builder or its Subcontractors. Design-Builder shall cooperate with the County and all Separate Contractors, their subcontractors and any other entity involved in the performance of any separate services for the Project. In order to cause the Work and any separate services to be performed by Separate Contractors to be completed in an expeditious manner, Design-Builder agrees that it will use all reasonable efforts to ensure that such Separate Contractors have a reasonable opportunity to complete their services as and when required. The County shall require that any and all Separate Contractors comply with Design-Builder's safety program. If the County's Separate Contractors materially interfere with or cause damage to the Work, Design-Builder shall be entitled to make a Claim pursuant to Article 16.

7.2.2 If any part of the Work depends upon the proper performance of work of any Separate Contractor, then Design-Builder shall, prior to proceeding with that portion of the Work, inspect and measure the work of the Separate Contractor and promptly report to the County any apparent discrepancy or defects in such other work except for latent or concealed defects. Design-Builder's failure to inspect and make such report shall constitute an acceptance of the Separate Contractor's work as fit and proper for the proper execution of the Work.

7.2.3 If Design-Builder causes damage to the Work or the property of the County, then Design-Builder shall promptly remedy such damage. If Design-Builder causes damage to the work or property of any Separate Contractor, then Design-Builder shall promptly attempt to settle any resulting dispute or claim with such Separate Contractor. If a Separate Contractor or its subcontractor shall assert any claim against the County on account of any damage or loss alleged to have been sustained as a result of the fault or negligence of Design-Builder, or by anyone for whom Design-Builder is responsible, then the County shall notify Design-Builder and Design-Builder shall indemnify the County from and against any and all such claims, damages, losses and expenses, including attorneys' fees, arising from the assertion of any such claim.

7.2.4 If a dispute arises among Design-Builder, Separate Contractors and the County as to the responsibility under the respective contracts for maintaining the Site and Adjacent Property free from waste, materials and rubbish, the County may clean up, or cause such clean-up to be completed, and may allocate the cost among those responsible as the County determines to be just.

7.3 FFE and OSE. The County shall, through Separate Contractors, purchase and install certain furniture, fixtures and equipment ("FFE") and owner-provided supplies and equipment ("OSE"). In addition, Hotel Operator shall purchase and install certain technology equipment

for the Project ("Technology"). Regardless of who purchases or installs any of the FFE, OSE, Technology or other deliveries relate to the Project, Design-Builder shall be responsible for coordinating all deliveries to the Site in a manner consistent with the Master Project Schedule, available access to the Site, and the orderly delivery and storing of such materials in coordination with all other activities occurring at the Site. The foregoing coordination activities shall be included in the GMP. Prior to establishment of the GMP, Design-Builder and the County shall establish a matrix (to be attached to the GMP Amendment) identifying further specific responsibilities relating to the procurement of FFE, OSE, and Technology. Notwithstanding the foregoing, the parties acknowledge that Design-Builder shall not have responsibility for the failure of any Separate Contractor to deliver any FFE, OSE, and Technology that such Separate Contractor is responsible for, nor shall Design-Builder otherwise be responsible for any Separate Contractor's failure to perform its services in accordance with the requirements of the agreement between the Owner and such Separate Contractor.

ARTICLE 8
PAYMENT

8.1 Contract Sum; Construction Contingency.

8.1.1 Except as otherwise provided herein, the County shall pay at the times and in the manner provided for in this Article 8, amounts constituting the Cost of the Work, Construction Contingency (to the extent used to pay any Cost of the Work) and Design-Builder's Fee (the Cost of the Work, Construction Contingency and Design-Builder's Fee are collectively referred to as the "Contract Sum"), which amount shall not exceed the GMP. Design-Builder shall be responsible for all costs in excess of the GMP.

8.1.2 The initial Construction Contingency shall be established in the GMP Amendment as 6% of the estimated Cost of the Work, unless the parties agree to a different percentage in the GMP Amendment. The Construction Contingency shall be adjusted, as the case may require, to reflect savings ("Buy-Out Savings") or losses ("Buy-Out Losses") resulting from the award of Subcontracts. If Design-Builder is able to achieve any Buy-Out Savings on a Subcontract award as compared against the amount originally scheduled in the Schedule of Values attached to the GMP Amendment applicable to the Work to be performed under such Subcontract, then the amount of such Buy-Out Savings shall be credited to the Construction Contingency and shall increase the amount of the Construction Contingency by the amount of such Buy-Out Savings. All Buy-Out Savings shall be returned to the County and the Construction Contingency reduced in accordance with Section 8.1.3. If the amount of the actual Subcontract award exceeds the amount shown in the Schedule of Values attached to the GMP Amendment, and there is no other basis under this Agreement for Design-Builder to request an increase in the GMP, then the amount of such excess shall be payable out of the Construction Contingency and, if the amount of such excess exceeds the balance of the Construction Contingency, the remaining balance shall be payable out of the Design-Builder's Fee. All Buy-Out Savings and Buy-Out Losses shall be shown on the monthly Progress Report.

8.1.3 The Construction Contingency shall be reduced as follows:

Contingency Reduction Date/Event	**Contingency Amount**
Buy-out of bid packages representing 80% of the estimated value of all subcontract work and substantial completion of the foundations	All Buy-Out Savings, if any, subtracted from Construction Contingency. Construction Contingency reduced to 4.5% of estimated Cost of the Work, plus Identified Claims
Enclosure of Building and approval of room mockups and Construction Documents by the County and the Hotel Operator	Construction Contingency reduced to two percent (2.5%) of estimated Cost of the Work, plus Identified Claims
Substantial Completion	Construction Contingency reduced to one percent (1%), plus Identified Claims

At the applicable times set forth above, any amounts in the Construction Contingency greater than the amounts set forth above shall be promptly released to the County by a Change Order reducing the GMP executed in accordance with the procedures set forth in the Contract Documents.

8.1.4 Provided that Design-Builder obtains the County's prior written approval for any expenditure in excess of Twenty Thousand Dollars ($20,000) or for aggregate expenditures in any seven (7) day period in excess of Fifty Thousand Dollars ($50,000), Design-Builder may expend funds from the Construction Contingency for Cost of the Work incurred for completion of the Project; provided, however, that with respect to any Construction Contingency expenditure relating to a Consultant or Subcontractor negligence or default, Design-Builder shall first demonstrate, to the County's reasonable satisfaction, that Design-Builder has in good faith exercised reasonable steps to obtain performance by such Consultant or Subcontractor. With such request, Design-Builder shall also state whether the event or claim underlying Design-Builder's request for the use of Construction Contingency is an insured claim under any policy of insurance carried by Design-Builder or any Consultant or Subcontractor. In no event shall Design-Builder be permitted to use the Construction Contingency for any additional costs or expenses caused by: (a) the breach of this Agreement by Design-Builder; (b) the breach of any agreement by either Design-Builder or any Consultant or Subcontractor under the agreements by and between such parties; or (c) the negligence of Design-Builder or any Consultant or Subcontractor, unless approved in writing by the County. Any use of the funds in the Construction Contingency must be for permitted Cost of the Work and any recoveries shall be used to replenish the Construction Contingency.

8.1.4.1 There are no shared savings of the Construction Contingency under this Agreement and all unused Construction Contingency shall inure to the benefit of the County. The parties shall investigate the implementation of a performance bonus, and, if agreed to by each party in their sole discretion, the bonus program shall be set forth in the GMP Amendment.

8.1.4.2 Design-Builder shall show the status of the Construction Contingency in the monthly Project Report and shall review with the County such status prior to the release dates set forth in Section 8.1.3. Design-Builder shall use its best efforts to ascertain actual or known potential claims against it or actual or reasonably anticipated events that constitute permissible uses of the Construction Contingency.

8.1.4.3 The County and Design-Builder shall, as part of finalizing the GMP Documents, identify in writing additions to the Project for pricing as add alternates and for later inclusion into the Project to be funded by County-initiated Change Orders from available Construction Contingency in accordance with this Section 8.1. The schedule of add alternates shall specifically state the start dates for notification to proceed with the add alternate and the add alternate pricing shall remain valid through such dates.

8.1.4.4 Any expenditures of the Construction Contingency shall be evidenced by written authorization signed by the County and Design-Builder.

8.2 Allowances.

8.2.1 The GMP Amendment may contain allowances for items of Work that the County agrees are not detailed enough for Design-Builder to provide a definitive price ("Allowances"). For these Allowances, Design-Builder may propose estimates of costs that are properly reimbursable as Costs of the Work. By inclusion of Allowance items in the GMP, Design-Builder represents to the County that each such Allowance is a reasonable estimate, using Design-Builder's best skill and professional judgment based upon the typical cost for the Allowance item in other comparable convention center hotels and accounting for the unique features of this Project, its location, available information and local labor rates. The Cost of the Work for any Allowance in the GMP shall include all labor, material, equipment, taxes, transportation, general conditions costs and all Subcontractor overhead and profit. To the extent any Allowance is inconsistent with the standards set forth above, Design-Builder shall provide to the County a written explanation of the basis for the difference. The amounts listed in the GMP Amendment as Allowances represent the respective amounts that the County will pay for the items listed therein unless changed as set forth below.

8.2.2 Design-Builder shall develop a final price for portions of the Work covered by Allowances promptly after the County has finalized its selection of items. Design-Builder shall give notice to the County of the final amount. The County thereafter shall promptly elect to either:

8.2.2.1 Issue a Change Order increasing the GMP by the amount agreed upon by Design-Builder and the County to furnish or construct the Allowance item beyond the Allowance

amount already included within the GMP, and the GMP shall only be increased or decreased by the amount of delta from actual cost and the allowance amount; and

8.2.2.2 Direct Design-Builder to undertake the redesign of the Allowance item or any other item of Work in such a manner that the Allowance item can be installed without the GMP being exceeded or the Construction Schedule being extended. If the County elects to so redesign, Design-Builder agrees to cooperate with the County in order to reduce the cost of constructing or furnishing the Allowance item or any other item of Work.

8.2.3 If the Cost of the Work of any Allowance item is less than the Allowance for that item, Design-Builder shall promptly notify the County in writing and an appropriate Change Order shall be prepared reducing the GMP and a corresponding reduction in Design-Builder's Fee.

8.3 Cost of the Work.

8.3.1 Design-Builder shall be responsible for, and shall pay without reimbursement from the County, all Cost of the Work in excess of the GMP, as may be adjusted by Change Order.

8.3.2 Each cost described in this Section 8.3.2 shall be a reimbursable Cost of the Work, subject to the GMP. The following, to the extent incurred in connection with services rendered and Work performed hereunder, and only the items specifically and expressly described below, shall be "Cost of the Work":

8.3.2.1 Subcontracts: All costs incurred in connection with Work performed and Materials provided (including Self-Performed Work) pursuant to Subcontracts procured under the terms and conditions of Section 5.2. All costs incurred in connection with other subcontracts for services provided in connection with the Project (including the fees and reimbursable expenses of Design-Builder's Consultants).

8.3.2.2 Personnel Expenses:

(a) Rates mutually agreed upon by Design-Builder and the County for labor in Design-Builder's direct employ under the schedule attached hereto as Exhibit I, as may be amended from time to time due to new labor agreements covered by the Project Labor Agreement (if any). These rates shall include benefits payable under collective bargaining agreements with respect to the wages described in the preceding sentence. Design-Builder shall provide the County with a list of any off-site personnel whose services it proposes to charge as a portion of the Cost of the Work and to document, at the County's request, at such intervals the County may deem appropriate, the services related to the Project performed by such personnel. The wages, rates or salaries of any of Design-Builder's staff or personnel not listed on Exhibit I are not a reimbursable Cost of the Work. The rates on Exhibit I may be increased not more often than annually to reflect customary increases implemented on a company-wide basis by the respective employer. Design-Builder shall give the County prior written notice of such increases.

(b) Rates mutually agreed upon by Design-Builder and the County for all staff engaged on the Project while on-site (or off-site with the County's approval) and performing services directly related to the Project to the extent of hours devoted to the Project pursuant to the rate schedule attached hereto as Exhibit J. If Design-Builder and the County agree that the Cost of the Work can be decreased by reducing Design-Builder's staff without affecting the timely completion or quality of the Work or in any way diminishing the performance of all contract requirements, Design-Builder shall so decrease its staff. With respect to Design-Builder's employees described in this item (b) of this Section 8.3.2.2, the rates shall include the pro rata portion of the cost of mandatory and customary contributions and benefits as required by law, any applicable collective bargaining agreement or the company-wide policy of Design-Builder related to the direct salaries of such employees, including employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, profit sharing, *per diem* allowances, bonuses, car allowances and similar benefits per the agreed upon rates contained within Exhibit J, Rate Schedule.

(c) Except with the County's prior written approval and except for craft labor and hourly administrative workers (e.g., file clerks, clerks of record or similar functions), actual wages and direct salaries of employees to the extent directly employed in connection with the services or Work of Design-Builder shall not include any premium for overtime, holidays or shift differential work, but it shall include all straight time compensation (if any) actually paid for such work.

8.3.2.3 Equipment and Materials: The amounts Design-Builder paid for Equipment and Materials, whether for a permanent or temporary use, purchased by Design-Builder directly relating to the Work, including transportation thereof, cost of inspection, testing, storage or handling, on a competitive or negotiated basis approved by the County in accordance with reasonable procedures to be agreed upon by the County. Design-Builder shall furnish the County with all documentation required to enable the County to obtain the benefit of all warranties and guarantees with respect to such Equipment and Materials. Compensation for materials stored off-site shall be subject to the County's compliance with the requirements set forth in the Project Administration Forms. To the extent possible, Design-Builder shall store all equipment and materials for the Project on-site or on County-owned property, and, in any case, shall not incur expenses for any off-site storage of materials and equipment without the prior written consent of the County.

8.3.2.4 Taxes: Sales or gross receipts tax, payroll taxes and state, county and municipal taxes, business and occupancy taxes, fees or other charges incurred as a direct consequence of the performance of the Work (but not franchise taxes or taxes based on income). There shall be excluded from reimbursed taxes any sales tax on materials and equipment incorporated into the Project as part of the Work if exempt from sales tax. Prior to purchase of such materials and equipment, the County shall provide Design-Builder with a sales tax exemption certificate for such equipment and materials, and Design-Builder shall assure that each Subcontractor receives such certificate in sufficient time to take advantage of the sales tax exemption.

8.3.2.5 Rental Equipment and Tools: Rental charges of all necessary machinery, equipment and tools to the extent used at the Site directly in connection with the Work, including installation, repair and replacement, dismantling, removal, cost of lubrication, transportation and delivery costs thereof. With respect to Equipment owned by Design-Builder and rented to the Project, rental charges shall not exceed the market value of the machinery and Equipment at the time of their commitment to the Project and shall be consistent with the then-current prevailing rental cost of such equipment in Cleveland, Ohio, but in no event shall such rates exceed 80% of the published rates based upon the "Compilation of Nationally Averaged Rental Rates," most current edition, of the Associated Equipment Distributors unless otherwise agreed to in writing by the County.

8.3.2.6 Equipment Operation, Maintenance and Repair: All costs for the operation, maintenance and repair of Design-Builder's Equipment or of Equipment rented from third parties that is used directly in connection with the Project, including (a) the cost of all preventive maintenance, fuel, oil, grease and other service to such equipment, and (b) minor repairs wherein the parts necessary to effect repairs to such equipment cost $1,000 or less. Above normal maintenance, major repairs or the overhaul of equipment are not allowable as Cost of the Work.

8.3.2.7 Transportation: Except as hereinafter provided, all loading, unloading, freight, express, trucking and demurrage charges directly incurred for the Project, including costs of assembling, erecting, moving and dismantling construction equipment at the Site.

8.3.2.8 Applicable Laws: All costs of compliance with all Applicable Laws directly related to the Project, including permit fees, licenses, royalties, inspection and testing costs, tests, except any liability for payment of any citation or penalty imposed as the result of an act or omission by Design-Builder, any Subcontractor or their respective employees, licensees or agents.

8.3.2.9 Temporary Facilities, Supplies and Utilities: Costs of fuel, power, light and water used for performance of the Work at the Site, temporary fences, guard rails, scaffolding, hoists, temporary storage, temporary protection and repairs to Adjacent Property, office and sanitary facilities used in connection with the Work.

8.3.2.10 Expediting and Job-Related Travel/Living: Temporary living and travel to and from the Site and the home office and temporary living allowances of the personnel required for the performance of the Work, in case it is necessary to locate any of such personnel at a distance different from the place in which the Work is located. Relocation expenses are subject to the County's prior written approval, which may be withheld in the County's sole discretion. Air travel shall be reimbursed at coach fares. Meals and hotel expenses shall be consistent with the then-current US General Services Administration per diem rates.

8.3.2.11 Administrative Expenses. Cost of the Work shall include job-related expenses incurred such as rental of property for storage, job office or other purposes, rental of temporary office space and utility expenses associated with maintaining a temporary office complex, long distance telephone calls, office equipment, computers, software, supplies, furniture, telephone

service at the Site, expressage, blueprinting or other reproduction expenses, postage, messenger service, progress photographs, fees, permits, surveys and rental deposits.

8.3.2.12 SIR/Deductibles: Self-insured retentions or deductibles incurred directly by Design-Builder in connection with recovery under the professional liability policy or the builder's risk policy of property insurance covering the Project, as set forth in Article 14. Self-insured retentions or deductibles under Design-Builder's contractor controlled insurance program shall not be reimbursable as a Cost of the Work.

8.3.2.13 Bonds/Insurance: Premium costs of the performance and payment bond of Design-Builder (or such alternate security as the County may require) or the insurance required to be furnished by Design-Builder or any Subcontractor under Article 14, at the rates set forth in Exhibit L attached hereto.

8.3.2.14 Cleaning: Cost of removal of waste material or rubbish from the Site.

8.3.2.15 Emergencies: Costs not reimbursed by insurance that are reasonably incurred due to any emergency affecting the safety of persons and property, provided that such emergency is not caused by the negligence or failure to fulfill a specific responsibility of Design-Builder to the County set forth in the Contract Documents or the failure of Design-Builder's personnel to supervise adequately the Work of the subcontractors or suppliers or otherwise capable of being prevented through timely notice of an unsafe condition to the County.

8.3.2.16 Casualty Losses: Costs reasonably incurred in connection with any casualty loss, including personal injury or property damage, affecting the Project, to the extent such costs are not compensated by insurance.

8.3.2.17 Legal Fees: Legal fees (with the County's prior approval) incurred directly for the benefit of the Project other than fees incurred in connection with (a) negotiations of any agreement with the County, and (b) disputes between the County and Design-Builder (including those incurred by Design-Builder under Article 16).

8.3.2.18 Corrective Work: The cost of correcting or replacing Work installed on the Project that is determined to be defective or not meeting the requirements of the Contract Documents and is not corrected or replaced by the Subcontractor responsible and the cost to repair or replace Work that is damaged during the construction process and is not repaired or replaced by the Subcontractor responsible for the damage. Work that is damaged by parties neither known nor reasonably discoverable shall be repaired or replaced and the cost of such repair or replacement shall be reimbursable as a Cost of the Work to the extent not covered by insurance. Repair and corrective costs incurred in connection with warranty work shall be a Cost of the Work as provided in Article 11. Notwithstanding the foregoing, however, the Cost of the Work shall not include any costs or expenses caused by the failure of Design-Builder, or its other representatives, employees or personnel charged with the supervision or direction of the Project, to exercise good faith or the standard of care normally exercised in the conduct of the business of Design-Builder.

8.3.2.19 Losses, Expenses Not Compensated: Losses, expenses or damages, to the extent not compensated by insurance or otherwise (including settlements made with the approval of the County), except to the extent any such loss or expense is caused by the failure on the part of Design-Builder, or its other representatives, employees or personnel charged with the supervision or direction of the Project, to exercise good faith or the standard of care normally exercised in the conduct of the business of Design-Builder.

8.3.2.20 Miscellaneous County-Approved Cost Items: Miscellaneous expenditures not otherwise covered in this Section 8.3.2 that are incurred or payable in connection with the rendering of services or the performance of the Work and that are not excluded under Section 8.3.3, if in each instance the County has approved in writing the cost thereof prior to Design-Builder incurring such expenses.

8.3.3 Costs Not Reimbursable. Except as otherwise expressly agreed to by the County in writing or otherwise permitted under Section 8.3.2, costs incurred in connection with the following shall not be Cost of the Work and no payment shall be made by the County in connection therewith other than as part of Design-Builder's Fee:

8.3.3.1 The services and related expenses, except as otherwise provided in Section 8.3.2.2, of any officers or corporate office supervisory personnel of Design-Builder and of personnel in Design-Builder's human resources, accounting, legal, labor relations, insurance and tax departments and all other costs of doing business, services and related expenses required to maintain and operate Design-Builder's corporate offices and any established branch offices.

8.3.3.2 Overhead expense, general expenses and home office expense of Design-Builder and expenses related to any company-owned aircraft.

8.3.3.3 Expenses (including interest) of Design-Builder's capital employed for the Project.

8.3.3.4 Professional or business licenses of Design-Builder or any Subcontractor, architect, consultant, agent or other contractor of Design-Builder or expenses associated with any employee training or corporate meetings not specifically related to the Project.

8.3.3.5 Amounts required to be paid by Design-Builder for federal, state or local income or franchise taxes.

8.3.3.6 Penalties for Design-Builder's failure to comply with applicable laws and regulations, unless the penalties are the result of Design-Builder's compliance with the Contract Documents.

8.3.3.7 Loss or expense caused by the failure on the part of Design-Builder, or its other representatives, employees or personnel charged with the supervision or direction of the Project, to exercise good faith or the standard of care normally exercised in the conduct of the business of Design-Builder, and losses and expenses sustained by Design-Builder or Subcontractors due to infidelity or dishonesty on the part of any employee of Design-Builder or its Subcontractors.

8.3.3.8 Costs incurred to the extent that such costs result in the GMP being exceeded.

8.3.4 Notwithstanding the breakdown or categorization of any costs to be reimbursed in this Article 8 or elsewhere in the Contract Documents, there shall be no duplication of payment if any particular item for which payment is requested can be characterized as falling into more than one of the types of compensable or reimbursable categories.

8.3.5 Whenever overtime, extra shift work or similar premium Work is used on the Project, Design-Builder shall give the County prior notice thereof and Design-Builder shall, in any event, implement such Work in a cost efficient manner by employing extra shifts or additional crews before using overtime. Prior to implementation, Design-Builder shall present for the County's review and approval a reasonable plan for scheduled premium time. The County's review or approval of any plan shall not be deemed to imply that Design-Builder is entitled to an extension of time or an increase in the GMP.

8.3.6 Whenever Design-Builder has been paid, as a Cost of the Work (including any Construction Contingency used to cure a Subcontractor of Consultant default), amounts that are recoverable from any other source (*e.g.*, a Subcontractor, an insurer or other third parties), Design-Builder shall diligently pursue such recovery and shall credit the County with any amounts recovered.

8.3.7 The actual Cost of the Work shall be adjusted to reflect any and all discounts, including trade and cash discounts, rebates, refunds and other similar considerations, provided that the County provides any funds when needed to obtain such considerations. Design-Builder shall provide the County sufficient opportunity to furnish funds necessary to obtain such potential discounts, rebates or refunds within the County's normal billing cycle. Such considerations shall accrue exclusively to the benefit of the County, not Design-Builder, and Design-Builder agrees to use its best efforts to secure such considerations on behalf of the County.

8.3.8 Amounts received from sales of surplus materials and equipment shall accrue to the County, unless materials were contained within a lump sum bid amount, and Design-Builder shall make provisions so that they can be secured. Amounts that accrue to the County in accordance with the foregoing provisions shall be credited to the County as a deduction from the Cost of the Work.

8.3.9 Upon Substantial Completion, Design-Builder shall submit a list of any tools or equipment purchased for the Project that have been paid by the County as a Cost of the Work. If the County so elects, any tools or extra materials purchased for the Project that have been paid for by the County as a Cost of the Work shall be returned to the County at the end of the Project. If the County elects not to take title to any such tools or equipment, then the County shall be credited with the fair market value thereof as a deduction to the Cost of the Work.

8.4 Design-Builder's Fee; Architect's Compensation.

8.4.1 Design-Builder's Fee.

8.4.1.1 Design-Builder shall be paid a fixed sum amount of $684,146 for pre-construction services, which shall be invoiced and paid on a monthly basis during pre-construction phase as set forth in the Exhibit P, Preconstruction Fee Payment Schedule. The fixed sum for pre-construction services is compensation for all personnel costs and expenses of Design-Builder for pre-construction services through April 1, 2014, and there shall be no separate reimbursement for such services as a Cost of the Work. If, for any reason not the fault of Design-Builder, the parties have not executed the GMP Amendment, then Design-Builder shall be entitled to an equitable adjustment of the fixed sum for pre-construction services based on actual additional costs incurred established by reasonable documentation submitted to the County on or before April 30, 2014.

8.4.1.2 In addition to the payments for pre-construction services, Design-Builder shall be paid a fixed fee set forth in the GMP Amendment, which shall be 2.1% of the Cost of the Work ("Design-Builder's Fee"). In calculating Design Builder's Fee, the following Cost of the Work shall be excluded: the unused Construction Contingency and the pre-construction services payments set forth in Section 8.4.1.1.

8.4.1.3 Payments of Design-Builder's Fee shall commence with the start of construction, shall be billed to the County monthly in proportion to the percentage of completion of the Work, and shall be paid monthly at the same time the County pays Cost of the Work.

8.4.2 Architect's and Consultant's Compensation. For its proper completion pursuant to this Agreement of Architect's services (by either Architect or its Consultants) and any other specialty services listed on Exhibit M hereto, the County shall pay Design-Builder a fixed sum for each of the disciplines listed on Exhibit M, which fixed sum shall include all costs, expenses and compensation that Architect, its Consultants or the applicable firm performing the specialty service are entitled to for performing the services listed on Exhibit M. Payments for such 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 M) 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, and shall be included in Design-Builder's monthly Application for Payment in accordance with Section 8.5. In no event shall the progress payments for any particular phase of services exceed the applicable percentage set forth in Exhibit M 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 M.

8.5 Progress Payments.

8.5.1 Design-Builder shall submit to the County Applications for Payments for Work completed as set forth below. The County shall make progress payments on account of the Contract Sum as provided below and elsewhere in the Contract Documents. Each Application

for Payment shall be certified as true and correct by Design-Builder. Each Application for Payment shall also contain the certification of Architect to the County that the quality of the Work is in accordance with the Contract Documents and the Work has generally progressed to the percentage of completion set forth in the Application. The County shall have the right to approve the form of the Application for Payment.

8.5.2 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by Design-Builder and approved by the County in accordance with the Contract Documents. The Schedule of Values shall allocate the entire GMP among the various portions of the Work, except that Design-Builder's Fee and the Construction Contingency shall be shown as separate line items. The Schedule of Values shall be prepared in such form, composition, level of detail and content, and supported by such data to substantiate its accuracy as the County may require. This schedule, unless objected to by the County, shall be used as a basis for reviewing Design-Builder's Applications for Payment.

8.5.3 Applications for Payment shall show the actual percentage completion of each portion of the Work of each trade as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (a) the percentage of that portion of the Work that has actually been completed or (b) the percentage obtained by dividing (i) the expense that has actually been incurred by Design-Builder on account of that portion of the Work for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (ii) the share of the GMP allocated to that portion of the Work in the then current Schedule of Values. Applications for Payment shall also include a statement showing in detail the Cost of the Work completed, less retainage withheld under Section 8.5.7.

8.5.4 Design-Builder shall furnish with each Application the following:

8.5.4.1 a certification by Design-Builder of the satisfactory completion of the Work for which claim is made.

8.5.4.2 a partial waiver of claims and lien for itself effective through the date of the current application, as well as a similar waiver for each Subcontractor effective through the date of the prior application to the extent of payment received from the County;

8.5.4.3 a statement listing (a) the names of all parties furnishing materials, labor or services in connection with the Work in excess of $25,000 in the current application, (b) the materials, labor or services to be furnished by each such party throughout their entire subcontract, (c) the amounts actually paid to date to each party furnishing materials, labor or services, and (d) the amounts due or to become due to each such party in the current application;

8.5.4.4 upon the County's request, payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the County to demonstrate that cash disbursements being made by Design-Builder on account of Cost of the Work equal or exceed (a) progress payments already received by Design-Builder less (b) an amount equal to the sum of (i) that portion of those payments attributable to Design-Builder's

Fee, (ii) payrolls for the period covered by the present Application for Payment, and (iii) retainage provided in Section 8.5.7 applicable to prior progress payments;

8.5.4.5 a statement by Design-Builder certifying that, to the best of its information and belief, there are no Change Orders outstanding, no person or entity has a claim for payment or has asserted a claim for payment arising from or in connection with the Work, other than any claim that has been fully paid and duly released or is included in the current Application for Payment, or, if Design-Builder knows or believes such a Change Order exists or that a claim has or may be asserted or made, the statement shall fully disclose the amount of the Change Order and disclose the claim by stating the name of the claimant or potential claimant, a description of the Work for which payment is claimed and the amount of such claim;

8.5.4.6 the updated Schedule of Values showing all committed contracts and expenses of Design-Builder to date; and

8.5.4.7 the monthly Project Report, the updated Master Project Schedule and the updated Construction Schedule.

8.5.5 The County shall have the right to approve the forms of the lien waivers and affidavits. Design-Builder shall obtain from each of its Subcontractors and make available as required or requested by the County or Architect, a duly executed statement from each Subcontractor for whom payment is sought that provides the same information with regard to each such Subcontractor as is required for Design-Builder in this Section.

8.5.6 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. On or before the 25th day of each month, Design-Builder shall submit to and review with the County a preliminary, draft version of Design-Builder's Application for Payment, together with the required supporting data (the "Pencil Draft"). On or before the 1st day of the following month, Design-Builder and the County shall meet to review the Pencil Draft. Design-Builder shall revise the Pencil Draft in accordance with any objection or recommendation of the County that is consistent with the requirements of the Contract Documents. Such revised Pencil Draft shall be resubmitted by Design-Builder to the County as the approved Application for Payment due on or before the 5th day of the month immediately following the month in which the Pencil Draft was first submitted. Design-Builder shall also submit with each Application for Payment, a written narrative describing the basis for any item set forth in the Application for Payment that does not conform to instructions of the County in connection with any applicable Pencil Draft. On or before the last day of the month in which the County receives the approved Application for Payment, the County shall deliver to Design-Builder payment and Design-Builder shall, within the Ohio statutory requirements from Design-Builder's receipt of payment from the County, make available to each Subcontractor its payment for its respective application for payment.

8.5.7 Except as hereinafter provided, the County will retain 10% from all payments of the Contract Sum otherwise due and payable until 50% of the Work is in place. There shall not, however, be retainage on Design-Builder's Fee, the fees of Architect and its consultants or the Cost of the Work relating to the General Conditions Work items listed on Exhibit D. After

50% of the Work is in place, the County shall refrain from withholding additional retainage on future payments unless the County determines that Design-Builder or any Subcontractor is not making satisfactory progress or that Design-Builder or any Subcontractor is in default under any of the terms and provisions of the Contract Documents. If the County determines that Design-Builder or any Subcontractor is not making satisfactory progress or that Design-Builder or any Subcontractor is otherwise in default under the terms of the Contract Documents, then the County may continue or reinstate retainage of up to 10% of the subcontracted amount to the extent reasonably based upon the subject default. Upon written request of Design-Builder after satisfactory completion of the Work performed by a particular Subcontractor, the County may, in its reasonable discretion, release from retainage a sum sufficient to increase the total payments to 100% of the cost of the portion of the Work performed by such Subcontractor. Within thirty (30) days after Substantial Completion of the Work, the County will release all retainage less an amount equal to 150% of the amount determined by the County for unsettled claims or liens, Punch List work or other incomplete Work. Thereafter, the County shall pay Design-Builder monthly the amount retained for such items as each item is completed.

8.5.8 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

8.5.8.1 Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the Schedule of Values. The County shall, upon reasonable explanation by Design-Builder, make payment for up to 80% of the estimated value of the Work authorized by a Construction Change Directive.

8.5.8.2 Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work or, if approved in advance by the County, suitably stored off-site at a location agreed upon in writing.

8.5.8.3 Add Design-Builder's Fee, computed in accordance with Section 8.4.1.2.

8.5.8.4 Subtract the aggregate of previous payments made by the County.

8.5.8.5 Subtract the shortfall, if any, indicated in the documentation required by Section 8.5.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the County in such documentation.

8.5.8.6 Subtract amounts, if any, for which the County is entitled to withhold payment under the Contract Documents.

8.5.8.7 Subtract retainage in accordance with Section 8.5.7.

8.5.9 Payment for materials stored off-site shall be conditioned upon Design-Builder's compliance with the procedures and requirements set forth in the Contract Documents.

8.5.10 Payments due but unpaid shall bear interest from the date that is thirty (30) days after the payment due date until such time payment is received by Design-Builder at the rate

the County is paying on its construction loan at the time or at the current "prime rate" as published in The Wall Street Journal, whichever is higher, plus two (2) points.

8.6 Final Payment. Final payment shall not be due Design-Builder until it has furnished the following items to the County:

8.6.1 an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the County, or the Project might be responsible or encumbered (less amounts withheld by the County) have been paid or Design-Builder has made satisfactory arrangements for payment;

8.6.2 a certificate evidencing that any insurance required to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the County;

8.6.3 a written statement that Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;

8.6.4 all warranties, guaranties, operations and maintenance manuals, training manuals, documentation required by the commissioning procedures, and such other documents and records as are required by the Contract Documents to be provided to the County upon the completion of the Work (all of the foregoing to be provided in both paper copy and in computer readable format);

8.6.5 one reproducible copy of the As-Built Drawings and approved Submittals required by the Contract Documents (all of the foregoing to be provided in both paper copy and in computer readable format);

8.6.6 the BIM Model, with all information contained in the As-Built Drawings and approved Submittals incorporated;

8.6.7 consent of surety, if any, to final payment;

8.6.8 a final waiver and release of mechanics' liens (conditioned upon receipt of payment) and other claims by Subcontractors; and

8.6.9 other data establishing payment or satisfaction of obligations, to the extent and in such form as may reasonably be designated by the County.

Final payment shall not be due to Design-Builder until it provides all of the foregoing items. Acceptance of final payment shall constitute a waiver of Claims by Design-Builder except those previously made in writing and identified by Design-Builder as unsettled at the time of the final Application for Payment.

8.7 The County's Right to Withhold Payment.

8.7.1 Any provision hereof to the contrary notwithstanding, the County may withhold partial payment to Design-Builder hereunder to the extent necessary to protect the County or the Project for any one or more of the following reasons:

8.7.1.1 Design-Builder is in material default of any of its obligations hereunder or otherwise is in default under any of the Contract Documents.

8.7.1.2 Any of the Work is defective or is not performed in accordance with the Contract Documents.

8.7.1.3 Design-Builder or a Subcontractor has failed to make timely payments due to their respective subcontractors or others or for material or labor used in the performance of Work for which the County has made payment.

8.7.2 If the County, in its reasonable discretion, determines that the portion of the GMP then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents, then no additional payments will be due hereunder unless and until Design-Builder, at no cost to the County, performs (or causes to be performed) a sufficient portion of the Work so that the portion of the GMP then remaining unpaid is, in the County's reasonable judgment, sufficient to complete the Work in accordance with the Contract Documents. Notwithstanding the foregoing, Design-Builder and each Subcontractor shall continue to diligently pursue the Work and Design-Builder shall make all undisputed payments due and owing to Subcontractors subject to terms and conditions under their respective Subcontracts.

8.7.3 No payment by the County shall be construed as final acceptance or approval of any part of the Work. The presence of the County (or its representatives, including the County Representative) at the Site does not imply acceptance or approval of the Work.

8.8 Warranty of Title. Design-Builder warrants and guarantees that title to all Work, materials, and equipment covered by an Application for Payment, regardless whether then incorporated in the Project, will pass to the County upon Design-Builder's receipt of payment, free and clear of all liens, claims, security interests or encumbrances.

8.9 Project Suspension or Abandonment. If the Project is suspended or abandoned in whole or in part by the County for more than one hundred twenty (120) consecutive days during the pre-construction phase of the Project, or more than ninety (90) consecutive days during the construction phase of the Project, then Design-Builder shall be compensated for all services performed prior to receipt of written notice from the County of such suspension or abandonment, together with Cost of the Work then due, including retainage (in the case of abandonment), reasonable and actual demobilization costs and Design-Builder's Fee earned to the date of such suspension or abandonment. If the Project is resumed after being suspended beyond the applicable time periods set forth above, and Design-Builder is re-engaged by the County, then Design-Builder's compensation shall be equitably adjusted (including any demobilization and remobilization costs).

ARTICLE 9
RECORDS; AUDITING

9.1 Public Records. Design-Builder and the County agree that all records and reports that Design-Builder provides to the County pursuant to this Agreement or that the County obtains from Design-Builder pursuant to this Agreement 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 9.2, disclose the same.

9.2 Trade Secrets.

9.2.1 Design-Builder may consider certain records with regard to the design and to the formulation of agreed upon rates, 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 Design-Builder has made available or provided to the County pursuant to this Agreement or that the County has obtained from Design-Builder pursuant to this Agreement, and (b) that C Design-Builder 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 Design-Builder of the request. Thereafter Design-Builder 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.

9.2.2 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 Design-Builder agrees to indemnify, defend and hold harmless the County from any Claims and Damages incurred by the County as a result thereof. Design-Builder and the County agree that the provisions set forth in this Section 9.2 shall not apply to information maintained by Design-Builder and provided to the County pursuant to Section 9.3.

9.3 Auditable Records Retention. Design-Builder shall maintain, and shall require by written agreements with Architect and their respective Consultants and Subcontractors to maintain, all Auditable Records. For the purposes of this Article 9, 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.

9.4 Audit.

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

9.4.2 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 employees of the Reporting Person to discuss matters pertinent to the performance of this Agreement or any contract with Architect, a Consultant or a Subcontractor, 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.

9.4.3 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 Architect, a Consultant or a Subcontractor, 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 Design-Builder 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, records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the audit to the Reporting Party.

9.5 Limitations. It is acknowledged and agreed that the provisions of this Article 9 relate to records of services and Work performed in accordance with this Agreement and the design or construction of the Project only; and that this Article 9 is not intended to and shall not extend to matters relating to other projects or services undertaken by Design-Builder.

ARTICLE 10
CHANGES

10.1 Change Orders. All Change Orders shall be executed in writing by the County and Design-Builder, shall be in the form approved by the County and shall contain full particulars of the changes, and any adjustments of the GMP, Guaranteed Substantial Completion Date and any other modification to this Agreement. Except as otherwise provided in Section 10.7, no changes to the scope of Work, Guaranteed Substantial Completion Date, or GMP shall be made except in accordance with a duly issued Change Order executed by both parties authorizing such changes. Except in the event of an emergency, Design-Builder acknowledges and agrees that it shall neither seek, nor be entitled to receive, payment for any extra or additional work unless Design-Builder receives, prior to performing such work, a written direction to proceed with such extra or additional work, signed by an authorized agent of the County. All Change Order having a value in excess of $50,000 require the approval of the Cuyahoga County Board of Control pursuant to

Cuyahoga County Code §501.04(B)(4), and, in certain circumstances described in Cuyahoga County Code §501.04(A)(1)(h), approval of the Cuyahoga County Council.

10.2 Changes Directed by the County. The County may direct a change that would alter, add to or deduct from the scope of Work, by submitting to Design-Builder a written request setting forth in reasonable detail the nature of the requested change. If Design-Builder determines in good faith and demonstrates that such change directed by the County will (a) increase or decrease Design-Builder's cost of performing the Work, (b) adversely affect or enhance Design-Builder's ability to meet the Guaranteed Substantial Completion Date, or (c) adversely affect Design-Builder's ability to comply with the warranties provided in this Agreement, then Design-Builder shall furnish the County with the information specified in Section 10.8 with respect to such changed Work. If the County then elects to proceed with the changed Work, then it shall issue a Change Order to Design-Builder authorizing such modification as shall have been agreed to by the County and Design-Builder.

10.3 Changes other than County-Directed Changes.

10.3.1 Notice. Design-Builder shall give timely written notice to the County of any Claim for extension of time or any Claim for additional compensation, which notice shall, to the extent practicable, specify the length of delay in the Guaranteed Substantial Completion Date and, as applicable, the additional compensation claimed and shall substantiate the same to the reasonable satisfaction of the County. Such notice shall be issued promptly, but in no event later than within fourteen (14) days following actual knowledge of the event giving rise to the Claim by any of Design-Builder's Project Manager, Senior Project Manager, Senior Project Engineer, Design Manager or General Superintendent. If it is impracticable to specify the length of such delay or amount of the Claim at the time the notice referred to in the preceding sentence is delivered, then Design-Builder shall provide the County with periodic supplemental notices during the period over which the event continues. Such supplemental notices shall keep the County informed of any change, development, progress or other relevant information concerning the event of which Design-Builder is aware. It is a condition precedent to the consideration or prosecution of any Claim that the foregoing procedures be strictly adhered to in each instance, and if Design-Builder fails to comply, Design-Builder shall be deemed to have waived such Claim.

10.3.2 Concealed or Unknown Conditions.

10.3.2.1 The County shall provide to Design-Builder true and complete copies of any soil tests, geotechnical exploration reports, foundation reports and environmental reports ("Reports") relating to the Project that are in the County's possession. The Reports have been prepared and made available to Design-Builder for Design-Builder's review and information. The Reports, the data contained therein, all attachments thereto, and any other information regarding subsurface conditions are not part of the Contract Documents. Design-Builder shall be entitled to rely upon the facts and data contained in the Reports but not the opinions or conclusions contained therein. Design-Builder expressly agrees that there is no warranty or guaranty, either express or implied, by the County that the data in the Reports is representative of the actual subsurface conditions across the Site or the continuity of the soil between the various

borings identified in the Reports. Design-Builder shall conduct such investigations and studies as it deems necessary to satisfy itself as to subsurface conditions.

10.3.2.2 With respect to any portion of the Work relating to subsurface conditions (for example, excavation, shoring and sheeting and foundations), Design-Builder shall solicit, for the County's consideration, alternate bids for assumption of various subsurface conditions risk. The provision selected by the County shall be incorporated into the applicable Subcontract, and Design-Builder and the County shall agree upon any appropriate adjustments to the GMP (if then established) or Construction Schedule. To the extent that an adjustment in a Subcontract price is made under either of the following alternates, an adjustment to the GMP shall be made under this Agreement. The alternates shall include the following:

(a) Alternate 1: The geotechnical report, the data contained therein, all attachments thereto, and any other information regarding subsurface conditions are not part of the Contract Documents. Except as hereinafter provided, Subcontractor expressly agrees that neither the County nor Design-Builder assumes any responsibility whatsoever with respect to the sufficiency or accuracy of the geotechnical report and that there is no warranty or guaranty, either express or implied, that the geotechnical report accurately and completely represents the subsurface conditions. If conditions are encountered at the Site that are (a) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (b) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed (to the extent practicable) and in no event later than three (3) days after first observance of the conditions. The County will promptly investigate such conditions and, if they differ materially and cause an increase in the cost of, or time required for, performance of any part of the Work, Subcontractor will be entitled to equitable adjustment in the Subcontract price, Construction Schedule or both; provided, however, that the aggregate total of all equitable adjustments pursuant to this Section shall be limited to a maximum amount that shall be agreed to by the County and Design-Builder. No claim for any equitable adjustment pursuant to this Section shall be allowed unless Subcontractor gives prompt notice to the County and Design-Builder of, and prior to disturbing, the subsurface or other concealed conditions encountered. If the County determines that the conditions at the Site are not materially different from those indicated in the Contract Documents and that no change is justified, then the County shall so notify Design-Builder who shall in turn notify Subcontractor in writing stating the reasons for such decision. Claims in opposition to such determination must be made within fourteen (14) days after the County has given notice of its decision to Design-Builder. If the parties cannot agree on an adjustment in the contract sum or construction schedule, then the adjustment shall be submitted to dispute resolution of the Agreement.

(b) Alternate 2: All geotechnical reports and information in the County's and Design-Builder's possession have been made available to Subcontractor for Subcontractor's review and information only. The geotechnical report, the data contained therein, all attachments thereto, and any other information regarding subsurface conditions are not part of the Contract Documents. Except as hereinafter provided, Subcontractor expressly agrees that neither the

County nor Design-Builder assumes any responsibility whatsoever with respect to the sufficiency or accuracy of the geotechnical report and that there is no warranty or guaranty, either express or implied, that the geotechnical report accurately and completely represents the subsurface conditions. Subcontractor shall conduct such investigations and studies as it deems necessary to satisfy itself as to subsurface conditions. The County shall be responsible for all man-made conditions encountered during subsurface operations. Subcontractor shall be responsible for all natural conditions, regardless of the cause, including methane gas, subsurface water, whether artesian, under pressure or otherwise, squeezing clays, and rock and boulders, encountered during subsurface operations. Subcontractor expressly assumes all risks concerning all naturally occurring subsurface conditions actually encountered in performing the Work. Subcontractor agrees that it will make no claim against the County or Design-Builder for changes in the contract sum or substantial completion date for the reasons that natural conditions encountered during subsurface operations are different from those conditions anticipated by it at the time it entered into this Agreement or indicated by any geotechnical report delivered to Subcontractor.

10.4 County Review of Request. If the County accepts Design-Builder's finding as to an event of delay, then, subject to the provisions of Section 6.3, the County shall issue a Change Order adjusting the Guaranteed Substantial Completion Date by extending the time for performance of Design-Builder's obligations under this Agreement for a period equal to the delay in completion of the Project or such time as Design-Builder shall demonstrate as reasonable in the County's sole discretion. If the County does not accept Design-Builder's findings, then the propriety of a Change Order for such event may be submitted to dispute resolution as provided in Article 16.

10.5 Damage for Delays. Provided that notice is given pursuant to Section 10.3.1 and all other conditions precedent to asserting a Claim under this Agreement are satisfied, the County's responsibility for delays shall be limited to reimbursement to Design-Builder for actual Cost of the Work incurred in the field (plus profit as set forth in Exhibit N) as a result of delay in the commencement or progress of the Work caused by an act or neglect of the County, a Separate Contractor, or of an employee of the County or a Separate Contractor; otherwise, the only remedy available for delays, hindrances, obstructions or interferences with the Work shall be an extension of time as permitted pursuant to this Article 10.

10.6 Mitigation of Event. Design-Builder shall use its best efforts to remove, relieve and minimize the effect of any delay, whether caused by any event of Force Majeure or other causes. If, with the prior notice and consent of the County, Design-Builder takes action to minimize delays that are not the fault of Design-Builder, then the GMP shall be adjusted to reflect reimbursements of the costs incurred in taking such actions.

10.7 Performance of Changed Work. If the parties are unable to agree on the final adjustment to the GMP applicable to a Change Order, and if directed by the County, then Design-Builder shall proceed to perform such changed Work so long as Design-Builder is paid on a time and materials basis in accordance with the pricing set forth in Exhibit N and provided that the scope of such work has been fully documented by a Change Order approved in writing

by the County. If the parties cannot ultimately reach an agreement, then either party may refer the issue to dispute resolution as provided in this Agreement.

10.8 Price and Schedule Adjustments for Change Order Work. The price of any Work ordered by a Change Order shall be calculated on the basis set forth in Exhibit N unless otherwise agreed by the County and Design-Builder. Design-Builder shall, as soon as reasonably practical following a request therefor, furnish the County with detailed estimates, quotations or costs to be used in determining the amount of any proposed adjustment to the GMP. Each Change Order incorporating the agreed GMP adjustment shall be accompanied by a modified payment schedule reflecting such adjustment and each Change Order incorporating the agreed extension of the Guaranteed Substantial Completion Date shall be accompanied by a modified Construction Schedule reflecting such adjustment.

10.9 Constructive Acceleration. Notwithstanding anything in this Agreement to the contrary, if Design-Builder is entitled to an extension of time pursuant to this Agreement and has made a timely and proper Claim therefor, but the County, nevertheless, requires Design-Builder to perform without a change in the date required for Substantial Completion of the Work with the result that Design-Builder is required to accelerate its performance of the Work, then the GMP shall be adjusted in accordance with this Article 10 to the additional Cost of the Work incurred by Design-Builder as a result of such constructive acceleration, plus a profit and overhead as set forth in Exhibit N. In no event shall Design-Builder be entitled to any other compensation or recovery of any damages in connection with constructive acceleration, including consequential damages, lost opportunity costs, impact damages, loss of productivity claims, cumulative impact damages due to multiple Change Orders or similar remuneration. Design-Builder shall accelerate its Work in the most cost efficient manner by employing extra shifts or additional crews before using overtime. The County shall have the right to approve Design-Builder's proposed manner of acceleration. If the County requires that the Work be accelerated in lieu of an extension of time, it shall be on a best efforts basis and extension of time shall be given for any time not able to be recovered, and the GMP shall be adjusted to the extent of any increase in the reasonable direct costs incurred by Design-Builder.

10.10 Fast Track. Design-Builder acknowledges that the Project may be constructed on a "fast track" phased basis and that proposals for some portions of the Work will be obtained before design of the overall Project is complete. Design-Builder represents that it has all requisite expertise in the "fast-track" method of construction and related "fast-tracking" practices and understands that said representation has served as a material inducement in the County's selection of Design-Builder. Design-Builder hereby waives any and all Claims, rights and remedies it may otherwise have at law or in equity for claiming, or otherwise asserting, that it is entitled to extra compensation or damages of any kind, or to an extension to the Construction Schedule by reason, or as a result, of schedule changes or impacts (including the performance of "out-of-sequence" Work) necessitated to accommodate performance of the Work on a "fast-track" basis, and Design-Builder shall so provide in all Subcontracts. Design-Builder expressly recognizes that the "fast-track" method may require Design-Builder to prepare, issue and analyze bid packages in excess of the number ordinarily required under standard construction practices and hereby agrees to prepare, issue and analyze the same, if and as needed, in a timely manner.

ARTICLE 11
WARRANTY/CORRECTION OF WORK

11.1 Design-Builder warrants and guarantees that all materials and equipment incorporated into the Project under this Agreement shall be of first quality and new unless otherwise specified, and that all Work will be free from faults or defects in materials or workmanship, and in strict accordance with requirements of the Contract Documents; provided, however, that all design services shall be held to the Standard of Care set forth in Section 3.1. Design-Builder shall remove or correct without cost to the County (as a Cost of the Work subject to the GMP) all Work performed by it under this Agreement that the County reasonably finds to be defective in material or workmanship or not in conformance with Applicable Laws or the Contract Documents within a period of one (1) year from the date of Substantial Completion or such longer term as is set forth in the Contract Documents. Design-Builder also agrees to remove or correct without cost to the County (as a Cost of the Work subject to the GMP) any portions of the Work that may be damaged or destroyed by such Defective Work or by the removal or correction of such Defective Work.

11.2 If the County does not require Defective Work to be removed or corrected by Design-Builder, then an equitable deduction from the GMP shall be made by agreement between Design-Builder and the County. The County may withhold such sums as the County deems just and reasonable from amounts, if any, due Design-Builder hereunder until the amount of any such deduction is agreed upon by the County and Design-Builder, which shall be no more than the amount of the costs that Design-Builder and its Subcontractors save in not performing the corrective Work. All such deductions from the GMP shall be evidenced by a Change Order, but no such deduction shall relieve Design-Builder for any other obligations under the Contract Documents.

11.3 If Design-Builder does not promptly and fully perform its obligations under Section 11.1 following its receipt of written notice from the County, then the County may perform or cause such obligations to be performed at the cost and expense of Design-Builder (as a Cost of the Work subject to the GMP). The amount of such cost shall be deducted from the GMP by Change Order or, at the County's option, shall be indebtedness of Design-Builder to the County, payable on demand. At the request of the County, and within 24 hours of Design-Builder's receipt of written notice thereof, Design-Builder shall respond to and commence work on any safety issue or matter significantly impacting the ability of the County or Hotel Operator to utilize the Project.

11.4 Nothing contained in this Article 11 shall be construed to establish a period of limitation with respect to any other obligation that Design-Builder might have under the Contract Documents. The establishment of any time period after the date of Substantial Completion relates only to the specific obligation of Design-Builder to correct the Work, and does not relate to the time within which Design-Builder's obligation to comply with the Contract Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish Design-Builder's liability with respect to its obligations.

11.5 The expiration of any warranty or guarantee or any obligation of Design-Builder to correct Work shall not relieve Design-Builder of the obligation to correct, at its own expense, any latent defect in the Work or deficiencies that are not readily ascertained, including defective materials and workmanship, defects attributable to substitutions for specified materials, and substandard performance of any of the Work otherwise not in compliance with the Contract Documents.

11.6 Design-Builder shall collect all written guaranties, warranties, operations and maintenance manuals and equipment manuals from all Subcontractors and suppliers, and shall deliver them to the County, in a single, organized set of binders, upon Substantial Completion of the Project.

11.7 All warranties arising from Design-Builder from this Article 11 and elsewhere in the Contract Documents shall run directly to the County and the Port. All warranties and guarantees of Subcontractors, manufacturers or suppliers shall run directly to Design-Builder, the County and the Port, and shall otherwise be fully assignable to the County's designee (including any owner or tenant of the Project). The warranties provided in this Article 11 shall be in addition to and not in limitation of any other warranty or remedy arising by law or by the Contract Documents. Design-Builder shall provide reasonable assistance to the County in enforcement of long-term warranties or guaranties from manufacturers or suppliers. Design-Builder shall be reimbursed for such assistance as a Cost of the Work. Design-Builder acknowledges that its warranty obligations under this Article 11 shall be separate from and in addition to all warranties provided by or through any Subcontractors.

11.8 The warranty of Design-Builder provided in this Article 11 shall in no way limit or abridge the warranties of the suppliers of equipment and systems that are to comprise a portion of the Work and all of such warranties shall be in form and substance as required by the Contract Documents. Design-Builder shall take no action or fail to act in any way that results in the termination or expiration of such third party warranties or that otherwise results in prejudice to the rights of the County under such warranties. Design-Builder agrees to provide all notices required for the effectiveness of such warranties.

11.9 At ten (10) months after the date of Substantial Completion, Design-Builder and Architect shall, together with the County and such other parties as the County shall designate, inspect the Work to assure that it comports with the Contract Documents and all warranties and guarantees. Design-Builder shall promptly correct any deficiencies noted during such inspection.

11.10 Design-Builder agrees that all Work shall be warranted for one (1) year from the date of Substantial Completion, regardless of when such Subcontractors complete their individual portion of the Work or receive final payment.

11.11 Following the correction or replacement of any of the Work, Design-Builder shall correct any defects or deficiencies in the corrected or replaced materials and workmanship that are found within the longer of the balance of the initial one (1) year warranty period or one (1) year after the date of correction or replacement, whichever is longer.

11.12 Limitation on Damages.

11.12.1 In no event shall Design-Builder be liable to the County for, and the County hereby waives, claims against Design-Builder for consequential damages arising out of or relating to this Agreement. This limitation and waiver is applicable, without limitation, to all consequential damages due to termination in accordance with Article 12. Nothing contained in this Section 11.12 shall be deemed to preclude an award of Delay Liquidated Damages, when applicable, in accordance with Section 6.2.

11.12.2 In no event shall the County be liable to Design-Builder for, and Design-Builder hereby waives, claims against the County for consequential damages arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to termination in accordance with this Article 11.

11.12.3 To the fullest extent permitted by law, and notwithstanding any term or condition of this Agreement to the contrary, except in the case of gross negligence or intentional misconduct, the liability of Design-Builder (and its joint venture partners and their respective parent, subsidiary and affiliated entities and their officers, directors, partners, and employees) to the County and any third party claiming by, through or under the County or this Agreement for any and all claims, losses, costs, direct, indirect, or consequential damages whatsoever arising out of or resulting from professional errors and omissions in the performance of architectural, engineering or related services by Architect of Record and Architect's Consultants and subconsultants (whether such claims are asserted in the context of negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied) shall not exceed the sum of the following: (a) Five Million Dollars ($5,000,000), plus (b) with respect to professional errors and omissions for which any of Architect's Consultants or subconsultants are responsible, (i) the amount of insurance proceeds available under the professional liability policies of the respective Consultants and subconsultants of Architect (taking into account erosion of limits under such policies) to the extent paid after commercially reasonable efforts by Architect (which Architect shall agree to use) in pursuing such claims against such Consultants and subconsultants, and giving effect, as applicable, to adjudication of such claims by legal proceeding, determination of such claims by arbitration, or settlement of such claims subject to the reasonable approval of the County, less (ii) all costs and expenses incurred by Architect in connection with pursuing such claims. Notwithstanding the foregoing, it is acknowledged that Delay Liquidated Damages, as provided in Section 6.2 of this Agreement, are the County's sole remedy with respect to damages suffered by the County as a result of delay of Substantial Completion of the Work, and any Delay Liquidated Damages payable by Design-Builder pursuant to Section 6.2 are not applied against the foregoing limitation, which is intended to apply to damage other than damages resulting from a delay of Substantial Completion of the Work.

11.12.4 As used in this Section 11.12, the term "consequential damages" shall include, without limitation, rental expenses, loss of use, income, profit, financing, business, reputation, anticipated cost savings, good will, management or employee productivity or the services of such persons, and opportunity costs.

ARTICLE 12
TERMINATION OF THE AGREEMENT AND COUNTY'S RIGHT TO PERFORM DESIGN-BUILDER'S OBLIGATIONS

12.1 Suspension and Termination by Design-Builder. If the County fails to pay, within thirty (30) days after due, any undisputed amounts that are due and owing to Design-Builder under this Agreement, then Design-Builder may, upon fourteen (14) days' written notice to the County, during which time the County fails to make such payment, suspend the Work. Thereafter, if the County fails to pay Design-Builder any undisputed amounts due upon fourteen (14) days' written notice to the County and the County's continued failure to pay, Design-Builder may terminate this Agreement and recover from the County payment for all Work executed and the portion of Design-Builder's Fee earned prior to the date of termination (based on the percentage of Work completed as of such date), and all Cost of the Work actually and reasonably incurred by Design-Builder as a result of such termination. The foregoing payment shall be the exclusive recovery to Design-Builder and Design-Builder hereby waives any other right of recovery for damages by reason of termination, including anticipated profits or consequential damages.

12.2 County's Right to Perform Design-Builder's Obligations and Termination by the County for Cause.

12.2.1 If Design-Builder fails to properly and timely perform any if its obligations under this Agreement, the County may, after seven (7) days' written notice, during which period Design-Builder fails to perform such obligations, without prejudice to and cumulative of any other remedy the County may have, make good such deficiencies. No action taken hereunder by the County shall be deemed a termination of this Agreement or relieve Design-Builder from any consequences or liabilities arising from such actions or omissions. All costs and expenses incurred by the County in correcting such deficiencies shall be deducted from the GMP. If such costs and expenses exceed the unpaid balance of the GMP, Design-Builder shall be liable for such excess.

12.2.2 If Design-Builder is adjudged to be bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it fails to supply enough properly skilled workers or proper materials, or if it fails to make proper payment to Subcontractors or for materials or labor, or fails to comply with Applicable Laws, or if it otherwise breaches this Agreement, then the County may, without prejudice to any right or remedy and after giving Design-Builder written notice to cure, and Design-Builder fails to cure the violation (or to take adequate steps to promptly correct or cure the problem) within ten (10) days after receipt of such written notice, terminate the employment of Design-Builder and take possession of the Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by Design-Builder and may finish the Work by whatever reasonable method that the County may deem expedient. In such case, Design-Builder shall not be entitled to receive any further payment until the Work is finished nor shall it be relieved from its obligations under this Agreement.

12.2.3 If the County terminates this Agreement and then completes the Work, and the unpaid balance of the GMP exceeds the cost of finishing the Work, including the County's

additional costs, compensation for additional services of the County's consultants, and all losses, actual damages, costs and expenses, including attorney's fees, sustained or incurred by reason of Design-Builder's failure to complete the Work, the County shall pay Design-Builder only for the Work Design-Builder actually performed. If such cost to the County to complete the Work exceeds such unpaid balance, then Design-Builder shall pay the difference to the County upon demand. This obligation for payment shall survive the termination of this Agreement.

12.3 Termination For Convenience. In addition to any other rights the County may have at law or under this Agreement with respect to cancellation or termination, the County may, without cause, terminate this Agreement in whole or in part, if the County determines that a termination is appropriate for its convenience. The County shall terminate by delivering to Design-Builder a notice of termination for convenience specifying the extent and the effective date of termination. The County shall, upon Design-Builder executing such confirmatory assignments as the County shall request, accept and assume all of Design-Builder's obligations under all Subcontracts executed in accordance with the terms of the Contract Documents that may accrue after the date of such termination and that Design-Builder has incurred in good faith in connection with the Work. Design-Builder shall not be entitled to anticipated profits on Work unperformed or on materials or equipment unfurnished, but shall be entitled to the following as termination expenses: Design-Builder's Fee earned prior to the effective date of termination, Cost of the Work performed through the effective date of termination and reasonable, documented and out-of-pocket demobilization costs.

ARTICLE 13
INDEMNIFICATION

13.1 General. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless the Indemnitees, from and against any and all Claims and Damages to the extent arising out of or resulting from (a) any penalties or fines levied or assessed for violation of any Legal Requirement, or costs resulting therefrom, arising out of performance of the Work by Design-Builder, Architect, or any of their respective consultants, Subcontractors, Sub-subcontractors, or any agent, servant or employee of any one or more of them or any other person or entity for whose acts Design-Builder may be liable, or (b) the negligent act, omission or other tortious conduct of Design-Builder, Architect, or any of their respective consultants, Subcontractors, Sub-subcontractors, or any agent, servant or employee of any one or more of them or any other person or entity for whose acts Design-Builder may be liable, provided that such suit, claim, damage, loss, cost, settlement, arbitration award or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself).

13.2 Copyright and Patent Indemnification. To the fullest extent not prohibited by law, Design-Builder shall indemnify, protect, defend and hold harmless the Indemnities from and against any and all 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 or in any manner are related to any claimed infringement of any copyright, patent, other intangible property right, or the improper use of other proprietary rights that may occur in connection with the design of the Project by Architect or its Consultants, performance of

the Work, or the ownership or use of the equipment and materials excepting, however, those arising from particular products, systems, materials or equipment specified in writing by the County. The provisions of this Section 13.2 shall survive the termination of this Agreement.

13.3 Lien Indemnification. Design-Builder shall indemnify, defend and hold harmless the Indemnitees from and against any and all Claims and Damages suffered, incurred or arising from mechanics' or materialmen's liens and any other claims for payment asserted against the Indemnitees, the Project, existing improvements on the Site, or any part thereof arising out of the Work, but only to the extent that Design-Builder has been paid all undisputed amounts that are due and payable. The County shall have the right to retain out of any payment due or thereafter to become due to Design-Builder 150% of the amount of any liens for which Design-Builder has been paid that have not been removed or bonded off, in order to protect the County against the costs of such liens.

13.4 Defense. Any defense to be provided by Design-Builder pursuant to any indemnification provision of this Agreement shall be by counsel approved by Design-Builder and the County. To the extent any of the Indemnitees incurs costs or expenses to enforce this indemnification (including attorneys' fees and expenses), Design-Builder shall reimburse the Indemnitee for such costs and expenses.

13.5 County Indemnification. Design-Builder acknowledges that, as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. Design-Builder agrees that no provision of this Agreement or any other contract or agreement between Design-Builder and the County may be interpreted to obligate the County to indemnify or defend Design-Builder or any other party.

ARTICLE 14
INSURANCE/BONDS

14.1 Design-Builder Insurance Requirements. Design-Builder shall purchase and maintain the following insurance policies (the "Insurance Policies"):

14.1.1 Professional Liability Insurance. Professional liability insurance for Claims and Damages that arise out of the professional services of Design-Builder, Consultants and other professionals working on the Project. Policy limits for Design-Builder, Consultants shall be as set forth on Exhibit L. In addition to the foregoing, the County may, in its discretion and as a Project expense outside the GMP, obtain OPPI coverage through Design-Builder.

14.1.2 Workers' Compensation. Workers' compensation insurance meeting the statutory requirements of the State of Ohio and employers' liability insurance in limits not less than those set forth in Exhibit L.

14.1.3 General Liability. Commercial general liability insurance coverage for third party bodily injury or property damage claims (a) arising out of services performed by Design-Builder prior to the start of construction for a combined single limit for bodily injury and property damage of not less than $5,000,000 each occurrence, $10,000,000 annual aggregate, (b) arising out of construction services performed on the Site after the start of construction for a combined

single limit for bodily injury and property damage of not less than the limits set forth on Exhibit L, and (c) arising out of construction services performed on the Site after the date of Substantial Completion (for example, punch list or warranty work) for a combined single limit for bodily injury and property damage of not less than $2,000,000 each occurrence/annual aggregate. The completed operations coverage under the commercial general liability insurance relating to construction services performed on the Site shall continue for a period of not less than five (5) years after Substantial Completion. All parties identified as Additional Insureds on Exhibit L shall be endorsed as additional insureds with respect to this coverage. The foregoing policy limits may be achieved by any combination of primary and excess policies so long as the overall minimum limits are procured.

14.1.4 Business Automobile Liability Insurance. Business automobile liability insurance covering all owned, non-owned and hired vehicles used in connection with this agreement in an amount not less than the limits set forth on Exhibit L. All parties identified as Additional Insureds on Exhibit L shall be endorsed as additional insureds with respect to this coverage.

14.1.5 Pollution Liability Insurance. Pollution liability insurance in an amount not less than the limits set forth on Exhibit L. All parties identified as Additional Insureds on Exhibit L shall be endorsed as additional insureds with respect to this coverage.

14.1.6 Subcontractor Default Insurance. Design-Builder may obtain a Subcontractor default insurance program in lieu of payment and performance bonds to insure against default by any Subcontractor pursuant to terms and conditions acceptable to the County. Prior to the execution and delivery of the GMP Amendment, Design-Builder shall provide to the County a description of the Subcontractor default insurance program coverages and limits of liability proposed. The Subcontractor Default insurance program terms and conditions shall be subject to the prior review and approval of the County, which approval shall not be unreasonably withheld. The Subcontractor Default insurance program, once approved, shall be charged at the rates set forth in Exhibit L attached hereto.

14.2 County Review. Design-Builder shall provide to the County a copy of all Insurance Policies required by this Article 14 for the County's review, comment and approval. Neither approval of nor failure to disapprove insurance policies furnished by Design-Builder shall relieve Design-Builder or its Subcontractors from responsibility to provide insurance as required by this Agreement.

14.3 Builder's Risk Insurance.

14.3.1 The County shall purchase and maintain builder's risk (or inland marine) insurance for direct physical loss or damage resulting from an insured peril to the building, structures and other improvements comprising all or part of the Project, including materials and equipment that are intended for incorporation into the Project, whether located at the Site, in storage, or in transit. The County shall maintain such policy in place until its standard casualty policy or self-insurance program is in place. The policy shall include (i) coverage for physical loss or damage from fire and other perils as are included under an "all risk" or "special form" policy; (ii) such endorsements as are commercially available and typically procured for

construction projects of a scope and size similar to the Project, including coverage for flood, earthquake, boiler and machinery insurance, glass breakage, mold, and terrorism; and (iii) a waiver of subrogation against Design-Builder, its Subcontractors and any other subcontractors of Design-Builder (of any tier). Policy limits shall be equal to the replacement cost of the Project, subject to sub-limits commercially and reasonably available in the Ohio insurance market. Design-Builder and its Subcontractors shall be named as additional insureds on the policy as their interests may appear. Design-Builder and its Subcontractors shall be responsible, without reimbursement from the County, for any deductible up to $25,000 per claim and $50,000 annually. The County shall be responsible for any deductible greater than $25,000 per claim and $50,000 annually. The County shall deliver to Design-Builder evidence that such Builder's Risk coverage is in place prior to the commencement of any Work at the Project Site. Upon Design-Builder's request, the County shall provide to Design-Builder a copy of the builder's risk policy.

14.3.2 Prior to the commencement of construction (but no later than a date to be agreed to by the parties prior to the execution and delivery of the GMP Amendment), Design-Builder shall provide a firm quote for providing the a builder's risk policy based upon the coverages and limits of liability set forth in this Section 14.3, and shall deliver a copy of such quote and the policy form to the County. The County shall, in its discretion, select the builder's risk program that it deems to be in its best interests. If the County selects Design-Builder's builder's risk program, then that program shall be described in detail in the GMP Amendment.

14.4 General Insurance Provisions. Each party shall provide to the other party written notice of any material changes to the Insurance Policies (in the case of Design-Builder) or Builders Risk insurance (in the case of the County) within thirty (30) days prior to the date the change becomes effective, if practicable, but in no instance later than the date such changes become effective. Both the Insurance Policies and the Builders Risk insurance shall be obtained from financially sound insurance companies rated not less than A-;VII by A.M. Best & Company and authorized to do business in the State of Ohio. The Insurance Policies and certificates of insurance shall comply with the requirements set forth in Exhibit L.

14.5 CCIP Program. Design-Builder shall provide the coverages for general liability insurance , workers' compensation (including employers' liability) and excess liability referenced in Exhibit L through a contractor controlled insurance program (the "CCIP Program"). Prior to the execution and delivery of the GMP Amendment, Design-Builder shall provide to the County a description of the coverages and limits of liability proposed, and shall deliver a copy of such description and the policy forms to the County for its approval. The CCIP Program terms and conditions (including the method of establishing the amount of each Subcontractor's insurance deduct) shall be subject to the prior approval of the County, which approval shall not be unreasonably withheld. The quoted rate for the CCIP Program on Exhibit L hereto includes the cost and expense of the necessary Design-Builder's safety administration and staffing to administer the safety program for the Project other than onsite safety staff included in the General Conditions Work. The CCIP Program, as approved by the County, shall be described in detail in the GMP Amendment.

14.6 Waiver of Claims. The County and Design-Builder waive all rights against (a) each other and any of their subcontractors of all tiers, agents and employees, each of the other, and (b) the

Criteria Architect, Architect, Architect's consultants, Separate Contractors, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the Work.

ARTICLE 15
OWNERSHIP AND USE OF INSTRUMENTS OF SERVICE

15.1 Ownership/License. Design-Builder acknowledges, and shall require in its agreement with Architect that Architect acknowledges, that all Instruments of Service shall be the property of the County and the Port. In furtherance of the foregoing, Design-Builder, for itself and on behalf of Architect and each of their respective Consultants, 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. Design-Builder agrees that it shall obtain from Architect and each their respective Consultants a written confirmation to its consent to transfer such party's rights to effectuate the foregoing.

15.2 Limitations. Design-Builder 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 Instruments of Service to be provided by Design-Builder, Architect and their respective Consultants will contain certain standard component design details, which standard component details shall remain the property of the applicable party. These 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 Design-Builder, Architect or their respective Consultants (as applicable) 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 Design-Builder, Architect or their respective Consultant's (as applicable) absolute right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.

15.3 Use. The County and the Port shall have complete use of the Instruments of Service, including, without limitation, 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.

15.4 Representations and Warranties of Design-Builder. Design-Builder represents and warrants, and shall cause Architect to represent and warrant, to the County that: (a) the Construction Drawings and Specifications, and all design concepts contained therein, are owned by Design-Builder or Architect, as applicable, or their respective third party licensors, and that the use of the same will not infringe, violate, or misappropriate any copyrights, patents, trademarks, design rights or registrations, trade secrets, confidential information, or similar intellectual property rights (collectively "IP Rights") of any third party; and (b) there are no claims being asserted and no actions pending or threatened against Design-Builder or Architect

by any third party that Construction Drawings and Specifications, or the design concepts contained therein, infringe, violate or misappropriate third party IP Rights.

ARTICLE 16
DISPUTE RESOLUTION

16.1 With respect to any Claim, prompt notice thereof shall be given to the other party and a record thereof shall be made in the monthly Project Report. At the next Project meeting following delivery of such notice, Design-Builder 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 Design-Builder's Senior Project Manager and the County's Representative. If a Claim cannot be resolved through Design-Builder's Senior Project Manager and the County's Representative within thirty (30) days after the initial attempt, then each of Design-Builder 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 fourteen (14) days' notice of such intention and may also be accompanied by an attorney.

16.2 If, after meeting, the Senior Representatives determine that the Claim cannot be resolved on terms satisfactory to both parties, 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 otherwise agreed by the parties, the parties shall select one of the pre-qualified mediators set forth in Exhibit O to mediate any Claim. Within ten (10) 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. Notwithstanding anything in the above to the contrary, if a Claim has not been resolved within one hundred twenty (120) days after the initial meeting between Design-Builder's project manager and the County's Representative, then either party may elect to proceed under Section 16.5.

16.3 Failure of either party to comply with the provisions of this Article 16 shall be in contravention of the parties' express intention to implement this alternative means of dispute resolution and shall constitute a waiver by such party of any Claim with respect to which it fails to comply with the provisions of this Article 16 in any material respect.

16.4 In the event of any dispute arising by or between the County and Design-Builder, including Architect and their respective consultants and Subcontractors, materialmen or suppliers, or any of them, each party shall continue to perform as required under the Contract Documents notwithstanding the existence of such dispute. In the event of such a dispute, the County shall continue to pay Design-Builder as provided in the Contract Documents, excepting only such amount as may be disputed.

16.5 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 Design-Builder'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 fourteen (14) days after receipt or delivery (as the case may be) of such notice, the County shall send written notice to Design-Builder specifying whether any unresolved Claim shall be resolved by either (a) litigation in a court of competent jurisdiction set forth in Section 19.1, or (b) arbitration, conducted through any nationally recognized arbitration provider, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then currently in effect. Any such election shall be in the County's sole discretion. Upon such election, either party may then commence litigation or arbitration proceedings, as the case may be. All arbitration proceedings shall be held in Cleveland, Ohio. If the County fails to send the above referenced written notice within the required fourteen (14)-day period, then the County will be deemed to have elected to litigate the unresolved Claim.

16.6 A demand for arbitration shall be made within the time limits specified in this Article 16 and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations; provided, however, notwithstanding anything in the Contract Documents to the contrary, if any Claim has not been resolved to the mutual agreement of the parties within any applicable statute of limitation period, then either party may commence litigation on such Claim prior to the expiration of such period in order to preserve its rights.

16.7 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 therein or with a person or entity not named or described therein. The agreement to arbitrate under this Article 16 shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award of the arbitrators may be entered as a judgment in any court of competent jurisdiction.

ARTICLE 17
SUCCESSORS AND ASSIGNS

17.1 The County and Design-Builder, respectively, bind themselves, their partners, principals, successors, assigns and legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

17.2 Design-Builder shall not assign or transfer any interest in this Agreement without the written consent of the County.

17.3 The County may assign this Agreement at any time with the consent of Design-Builder, which consent shall not be unreasonably withheld or delayed (provided that Design-Builder shall have no right of consent if Design-Builder is in default hereunder at the time consent to assignment is requested). Notwithstanding the foregoing, the County shall be permitted, without the consent of Design-Builder, to assign any part or all of its rights and obligations under this Agreement to the Port or any party that will own, lease or operate the Project. In addition, any collateral assignment to lenders for the purposes of financing the Project shall not require the consent of Design-Builder.

ARTICLE 18
EXTENT OF AGREEMENT

18.1 Entire Agreement. This Agreement represents the entire and integrated agreement between the County and Design-Builder and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the County and Design-Builder.

18.2 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 Design-Builder that does not otherwise exist without regard to this Agreement. All covenants and indemnifications of Design-Builder, and all rights and interests granted by Design-Builder under this Agreement, are for the joint benefit of, and may be enforced by, the County and the Port. The parties acknowledge and agree that the Port is an intended third-party beneficiaries under this Agreement.

ARTICLE 19
MISCELLANEOUS PROVISIONS

19.1 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 consent to personal jurisdiction and venue in such court.

19.2 Amendment. This Agreement may be amended only by written instrument signed by both the County and Design-Builder.

19.3 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.

19.4 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.

19.5 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
Attn: County Executive

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
Fax: (216) 698-2744

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

If delivered to Design-Builder:

Turner Construction Company
1422 Euclid Avenue, Suite 1400
Cleveland, OH 44115
Attention: Jason Jones
Phone: (216) 522-1180
Fax: (216) 522-0531
Email: jmjones@tcco.com

With a copy to:

(a) Ozanne Construction Company
1635 East 25th Street
Cleveland, Ohio 44114
Attention: Dominic Ozanne
Phone: (216) 696-2876
Fax: (216) 696-8613
Email: dozanne@ozanne.com

(b) Van Auken Akins Architects, LLC
1422 Euclid Avenue, Suite 1010
Cleveland, Ohio 44115
Attention: Jill Akins
Phone: (216) 241-2220
Fax: (216) 241-2221
Email: jakins@vaakins.com

(c) Turner Construction Company
250 West Court Street, Suite 300
Cincinnati, OH 45202
Attention: David Spaulding
Phone: (513) 646-9788
Fax: (513) 721-4231
Email: dspaulding@tcco.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.

19.6 Severability. The invalidity of one or more phrases, sentences, clauses, sections or articles contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

19.7 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.

19.8 Independent Contractor. Design-Builder 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 Design-Builder and the County.

19.9 Joint Venture Liability. Each of Turner Construction Company, Ozanne Construction Company and Van Auken Akins Architects LLC, the joint venture partners of Design-Builder, agrees and covenants that each is jointly and severally liable for the duties and obligations of Design-Builder under the Contract Documents.

19.10 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

19.11 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.

19.12 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.

19.13 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.

19.14 Authority. The County and Design-Builder (and each joint venture partner of Design-Builder) each has full power and authority to enter into this Agreement and each person signing on their respective behalf is authorized to do so.

19.15 Limited Liability of the Port Authority. None of the obligations of the Port arising out of the Design-Build 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 Design-Builder, nor any Subcontractor or other person claiming under or through Design-Builder (or any such Subcontractor), 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.

[SIGNATURES ON NEXT PAGE]

This Agreement is entered into as of the Effective Date.

THE COUNTY OF CUYAHOGA, OHIO

Edward FitzGerald, County Executive

By:
Name:
Its: 2013-12-09 11:07:46

The legal form for the within instruments is hereby approved.

By: MICHAEL KING, ASSISTANT LAW DIRECTOR
Date:
2013-12-09 09:54:47

TURNER / OZANNE / VAA A JOINT VENTURE

TURNER CONSTRUCTION COMPANY

By:
Name: Jason Jones
Its: General Manager

OZANNE CONSTRUCTION COMPANY

By:
Name:
Its: CFO / CEO

VAN AUKEN AKINS ARCHITECTS LLC

By:
Name: JACQUELINE V. AKINS AIA
Its: PRINCIPAL

EXHIBITS

EXHIBIT A	Design-Builder's and Architect's Consultants
EXHIBIT B	Assignment Agreement
EXHIBIT C	General Conditions of the Contract for Construction
EXHIBIT D	Description of General Conditions Work
EXHIBIT E	Form of Amendment Establishing Guaranteed Maximum Price
EXHIBIT F	GMP Drawings and Specifications Criteria
EXHIBIT G	Design-Builder's Key Personnel
EXHIBIT H	Form of Payment and Performance Bonds
EXHIBIT I	Wage/Salary Schedule of Labor in Direct Employ of Design-Builder
EXHIBIT J	Rate Schedule of Project Staff Reimbursable as a Cost of the Work
EXHIBIT K	Description of the Project
EXHIBIT L	Schedule of Insurance and Bond Requirements
EXHIBIT M	Architect's and its Consultants Compensation
EXHIBIT N	Change Order Pricing
EXHIBIT O	List of Pre-Qualified Mediators
EXHIBIT P	Preconstruction Payment Fee Schedule
EXHIBIT Q	Description of the Site
EXHIBIT R	Preliminary Schedule
EXHIBIT S	Differentiation Document

EXHIBIT A

Design-Builder's and Architect's Consultants

1.	VOA Associates Inc.	Architect of Record
2.	NA – w/Criteria Architect	Interior Design
3.	Ozanne Construction Company	Design-Build JV Partner
4.	Van Auken Akins Architects LLC	Design-Build JV Partner
5.	Robert P. Madison International, Inc.	Architectural Production
6.	K2M	Interior Architecture
7.	McKnight Associates	Landscape Architecture
8.	Karpinski Engineering	Mechanical, Electrical, Plumbing
9.	Osborn Engineering	Mechanical, Electrical, Plumbing
10.	Sandhu Engineering	Mechanical, Electrical, Plumbing
11.	Magnusson Klemencic Associates	Structural
12.	Barber & Hoffman Inc.	Structural
13.	Osborn Engineering	Civil
14.	Sustainable Technologies Group	Acoustics
15.	Dr. Edward J. Walter & Assoc., Inc.	Vibration Monitoring
16.	NA – w/Criteria Architect	Wind
17.	Network Technologies Inc.	Security
18.	Sustainable Technologies Group	Audio Visual
19.	Network Technologies Inc.	Technology
20.	Lerch Bates	Vertical Transportation
21.	Lerch Bates	Window Washing Equipment
22.	NA – Design Build Subcontractor	Swimming Pool
23.	Code Consultants, Inc.	Smoke Modeling & Life Safety
24.	Façade Forensics	Envelope
25.	None	Garage Logistics
26.	Food Strategies	Food Service/Equipment
27.	Food Strategies	Laundry
28.	Yarnell Associates	Lighting Design (interior, exterior)
29.	Studio Graphique	Graphics and Signage

30.	Williamson & Associates	Roofing & Waterproofing
31.	LCM Architects	ADA
32.	URS	Building Demolition and Architecture
33.	Van Auken Akins Architects LLC	LEED and Document Control

EXHIBIT B

Assignment Agreement

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment 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 TURNER / OZANNE / VAA A JOINT VENTURE ("Design-Builder").

BACKGROUND

A. The County and Design-Builder entered into that certain Design-Build Agreement dated as of November 13, 2013 (the "Design-Build Agreement").

B. At the request of the County, the Authority has agreed to (i) acquire the land upon which the Project (as defined in the Design-Build Agreement) will be constructed; (ii) acquire, install, construct, equip and otherwise improve certain facilities and equipment upon the Site (as defined in the Design-Build 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 Cooperative 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 Design-Build Agreement, as amended by the terms hereof, and the parties have agreed to amend the terms of the Design-Build 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 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, State of Ohio 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 Cooperative Agreement.

"Cooperative Agreement" shall mean that certain Cooperative 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 Design-Build Agreement.

"Design-Build Agreement" shall mean that certain Design-Build Agreement by and between the County and Design-Builder, dated as of November 13, 2013, as amended by the terms of this Assignment 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 MANAGER

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

2.2 Acknowledgement of Assignment. Design-Builder hereby consents and acknowledges that the Design-Build Agreement was properly assigned to the Authority pursuant to this Assignment Agreement in connection with the bond financing for the Project.

2.3 The Authority's Relationship with Construction Manager.

2.3.1 Pursuant to the Cooperative Agreement, the Authority has appointed Construction Agent to act as the Authority's agent in all matters relating to the Design-Build Agreement for each portion of the Project covered by the Cooperative Agreement. Except as the context shall otherwise require, all references in the Design-Build Agreement to "the County" shall be deemed to mean a reference to Authority, as Owner, and the Construction Agent acting solely in its capacity as agent to the Authority under the Cooperative Agreement. All documents

and communications to the County shall be directed to the Construction Agent. In all actions taken pursuant to the Design-Build Agreement, Construction Agent warrants that it will act within the scope of its agency relationship with the Authority. Design-Builder shall have the right to rely upon decisions and notices provided by Construction Agent. All covenants, obligations, warranties, guarantees, and indemnifications of Design-Builder are for the benefit of, and may be enforced by, the Authority and Construction Agent.

2.3.2 Pursuant to Section 2.1 of the Design-Build Agreement, the County 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 Design-Builder that does not otherwise exist without regard to the Design-Build Agreement.

ARTICLE 3 — LIMITED LIABILITY

3.1 Limited Liability. In order to finance the Project, the Authority has issued the Bonds and has agreed, pursuant to the Design-Build 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 Authority arising out of the Design-Build Agreement shall constitute a general debt of the Authority or give rise to any general pecuniary liability of the Authority and those obligations shall be payable solely and exclusively from the proceeds of the Bonds and any investment earnings on those proceeds. Neither Design-Builder, nor any Subcontractor or other person claiming under or through Design-Builder (or any such Subcontractor), shall have any right or claim whatsoever against Construction Agent or the Authority, or any official, officer, employee or agent of Construction Agent or the Authority, with respect to the Work, except to the extent of the Authority'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 Design-Build Agreement remain in full force and effect, and all such provisions of the Design-Build Agreement are hereby ratified and confirmed. In the event of an irreconcilable conflict between the terms of the Design-Build Agreement and those of this Assignment Agreement, the terms of this Assignment Agreement shall control.

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

4.3 Counterparts. This Assignment 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.

[SIGNATURES ON NEXT PAGE]

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: _____

TURNER / OZANNE / VAA A JOINT VENTURE

TURNER CONSTRUCTION COMPANY

By:_____
Name:_____
Its:_____

OZANNE CONSTRUCTION COMPANY

By:_____
Name:_____
Its:_____

VAN AUKEN AKINS ARCHITECTS LLC

By:_____
Name:_____
Its:_____

EXHIBIT C

General Conditions of the Contract for Construction

Below is the table of contents of the General Conditions of the Contract for Construction. On or before December 31, 2013, Design-Builder will deliver the complete document to the County for the County's review and approval.

Section 1. Project Narrative

Section 2. Turner Construction Company General Requirements

Section 3. Subcontract Forms and Additional Provisions

Section 4. Turner Job Specific Safety Program

Section 5. Turner Harassment Policy

Section 6. Insurance Requirements and Contractor Controlled Insurance Program (CCIP)

Section 7. Accounting Procedures, Working Forms and Billing Schedule

Section 8. Schedule

Section 9. Site Logistics Plans

Section 10. Economic Inclusion Plan Requirements

Section 11. Daily Construction Reports

Section 12. LEED Program Overview

Section 13. Time and Material / Superintendent's Instructions to Subcontractor

Section 14. Temporary Services

Section 15. Project Document Distribution

Section 16 BIM Requirements

Section 17. Environmental Mitigation Requirements, Air Monitoring Plans, & Noise Mitigation Requirements for the City of Cleveland Relating to the Project

Section 18. Special Requirements and Protection Plan

Section 19. Quality Assurance/Quality Control (QA/QC) Program

Section 20 FAA Requirements

Section 21. Differentiation Document

Section 22. Summary of Attachments

EXHIBIT D

Description of General Conditions Work

Project Staffing	$	6,831,167
Site Office	$	206,700
Office Equipment and Supplies	$	55,500
Computer, Fax, Printer, Phones, Technology, etc.	$	496,674
Postage / Couriers / Express Mail	$	21,600
Printing	$	25,000
Copying / Reproduction	$	31,500
Photos	$	6,000
Miscellaneous General Expense	$	200,788
Legal	$	50,000
Out-of-Town-Travel	$	251,940
TOTAL CONSTRUCTION STAFFING AND REIMBURSABLES	**$**	**8,176,869**

Note: Design-Builder will provide to the County on request a breakdown in reasonable detail of each item listed above.

EXHIBIT E

Form of Amendment Establishing Guaranteed Maximum Price

AMENDMENT NO. 1 TO DESIGN-BUILD AGREEMENT

Pursuant to that certain Design-Build Agreement (the "Agreement") dated as of November 13, 2013, between The County of Cuyahoga, Ohio (the "County") and TURNER / OZANNE / VAA a Joint Venture ("Design-Builder"), the County and Design-Builder desire to establish a GMP for the Work described in the Agreement. Therefore, the County and Design-Builder agree as follows:

ARTICLE 1, GUARANTEED MAXIMUM PRICE

Design-Builder's GMP for the Work described in the Agreement (the "GMP"), including the Cost of the Work, Design-Builder's Fee and the Construction Contingency is _____ Dollars ($_____). The following Exhibits are a part of the Agreement as if each were physically incorporated therein:

EXHIBIT "A" GMP Breakdown (including list of General Conditions Work and Construction Contingency), dated _____, _____ pages.

EXHIBIT "B" Allowance items, dated _____, _____ pages.

EXHIBIT "C" GMP Documents (including GMP Drawings and Specifications, Division 1 Specifications, Prose Statement and GMP Qualifications and Assumptions), dated _____, _____ pages.

EXHIBIT "D" Construction Schedule, dated _____, _____ pages.

EXHIBIT "E" List of Accepted Alternates and Alternates For Possible Future Inclusion, dated _____, _____ pages.

EXHIBIT "F" Unit Prices, dated _____, _____ pages.

EXHIBIT "G" Description of Insurance and Bonding Program for the Project [Note: this exhibit will describe the CCIP, subcontractor default program or builder's risk insurance that Design-Builder provides and that the County has approved, and the bonds or alternate security required by the County]

EXHIBIT "H" Matrix identifying specific responsibilities relating to the procurement of FFE, OSE, and Technology.

EXHIBIT "I" Identify any agreed to performance bonus program.

[**Note if the parties agree to a fixed fee for the General Conditions Work, state it here**: The GMP includes a separate fixed sum for Design Builder's General Conditions Work, which amount is $_____(the "General Conditions Stipulated Sum"). The total amount payable for all General Conditions Work shall not exceed the General Conditions Stipulated Sum, as the same may be adjusted pursuant to the terms of the Agreement. There shall be no separate or additional reimbursement for expenses or the personnel costs listed in Annex ___, all of which are included in the General Conditions Stipulated Sum and are expressly excluded as Cost of the Work.]

ARTICLE 2, DATE OF SUBSTANTIAL COMPLETION

The date of Substantial Completion of the Work is _____. The date of Final Completion of the Work is _____. By execution of this Amendment, Design-Builder and The County acknowledge that, as of the date of this Amendment, both parties are not aware of, and have not reserved, any Claims against the other party.

Capitalized words and phrases herein shall have the same meanings as are ascribed to such words in the Agreement. This Amendment is entered as of the ____ day of _____, 201__.

THE COUNTY OF CUYAHOGA, OHIO

By:_____
Name:_____
Its:_____

TURNER / OZANNE / VAA A JOINT VENTURE

TURNER CONSTRUCTION COMPANY

By:_____
Name:_____
Its:_____

OZANNE CONSTRUCTION COMPANY

By:_____
Name:_____
Its:_____

VAN AUKEN AKINS ARCHITECTS LLC

By:_____
Name:_____
Its:_____

EXHIBIT F

GMP Drawings and Specifications Criteria

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. 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 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

Design-Builder's Key Personnel

NAME	COMPANY	ROLE
Marty Burgwinkle	Turner Construction Company	Project Executive
Jason Rhodebeck	Turner Construction Company	Project Manager
Bobby Langdale	Turner Construction Company	Superintendent
Joe Molnar	Ozanne Construction Company	Mechanical Superintendent
Chris Dewey	Van Auken Akins Architects	LEED Manager
David Stelter	VOA Associates Incorporated	Senior Project Manager

EXHIBIT H

Form of Payment and Performance Bond

[To be agreed to prior to executing GMP Amendment]

EXHIBIT I

Wage/Salary Schedule of Labor in Direct Employ of Design-Builder

Wage/Salary Schedule of Labor in Direct Employ of Design-Builder															
	Apprentice Rates				Straight Time			Time and Half			Double Time		
	1st Yr	2nd Yr	3rd Yr	4th Yr	J	F	GF	J	F	GF	J	F	GF
2013 Carpenter Hourly Rates (June 1, 2013 through April 30, 2014)													
Total Hourly Rate	$32.75	$38.78	$52.35	$58.16	$67.66	$69.73	$70.15	$92.81	$95.93	$96.55	$117.97	$122.12	$122.95
2013 Laborer Hourly Rates (May 1, 2013 through April 30, 2014)													
Total Hourly Rate					$63.78	$66.00	$66.89	$95.11	$98.44	$99.78	$126.44	$130.89	$132.66

J Journeyman
F Foreman
GF General Foreman

EXHIBIT J

Rate Schedule of Project Staff Reimbursable as a Cost of the Work

Pre-construction Billing Rates - Turner / Ozanne / VAA

Preconstruction Manager - Ed Paparone	$ 131.46
Lead Estimator	$ 82.11
Area Estimator	$ 67.05
Area Estimator	$ 67.05
Mechanical Estimator - Larry Harpster	$ 63.85
Electrical Estimator - Jeff DeFranco	$ 75.84
Clerical Support	$ 39.41
Project Engineer	$ 59.60
Area Engineer	$ 52.15
Project Superintendent - Bobby Langdale	$ 118.08
Purchasing Agent	$ 86.85
Document Control - Barb Perkovic	$ 46.41
Accounting Department	$ 69.72
TIS Engineer - Donna Seemuth	$ 37.25
Scheduling Engineer - Angela Jefferies-Ragland	$ 46.75
Operations Manager - Joe Lazzaro	$ 154.93
Design Liaison – Jill Akins	$ 180.00
Project Executive – Marty Burgwinkle	$ 147.29
Project Manager – Pete Mitnick	$ 102.77
Task Force	$ 96.85
MEP Coordinator – Luis Gaitan	$ 89.40
BIM Coordinator – Ryan McChesney	$ 85.40

Construction Billing Rates - Turner / Ozanne / VAA

Project Superintendent - Bobby Langdale	$ 125.64
Assistant Superintendent - Fdn/Frame/Ext/Elev/Equip	$ 82.79
Assistant Superintendent - Podium Interiors - Antonio Galioto	$ 66.05
Assistant Superintendent - Tower Interiors - Tom Kurtz	$ 62.08
Field Engineer-Fdn/Frame/Ext/Elev	$ 39.15
Field Engineer – Podium Interiors	$ 42.80
Project Engineer	$ 69.23

Area Engineer - Fdn/Frame/Ext/Elev/Equip - Dave Morrow	$ 52.65
Area Engineer – Interiors	$ 39.27
Area Engineer – Budget/Changes/FFE/Misc. – Josh Dudek	$ 55.49
Engineering Assistant – Fdn/Frame/Ext/Elev/Equip	$ 39.27
Engineering Assistant - Interiors - Dale Sookoo	$ 49.67
College Co-op	$ 18.35
College Co-op	$ 18.35
Document Control - Barb Perkovic	$ 49.18
Engineering Secretary -Insurance & Admin	$ 32.03
Engineering Secretary - SBE/MBE/FBE & Admin	$ 41.93
Project Manager – Jason Rhodebeck	$ 102.04
Project Manager - Pete Mitnick	$ 114.24
Project Executive - Marty Burgwinkle	$ 156.32
MEP Coordinator - Luis Gaitan	$ 95.12
MEP Engineer	$ 47.56
MEP Superintendent - Joe Molnar	$ 81.35
Accounting Department - Mike Lang	$ 69.72
Cost Engineer	$ 52.15
Scheduling Engineer - Angela Jeffries-Ragland	$ 49.52
Area Engineer - Turner Logistics	$ 63.41
Purchasing Agent	$ 92.09
Purchasing Assistant	$ 52.32
Safety Director	$ 76.24
Safety Superintendent	$ 71.34
Operations Manager – Joe Lazzaro	$ 166.62
Task Force	$ 103.05
Design Liaison – Jill Akins	$ 194.58
IT Systems Specialist – Donna Seemuth	$ 39.63
BIM Coordinator – Ryan McChesney	$ 91.85

VOA AOR Billing Rates

Project Executive - Michael Toolis, AIA, LEEP AP	$ 300
Principal-in-Charge - Mark Pratt	$ 252
Senior Project Manager - David Stelter, AIA	$ 169
Senior Project Architect - Michael Cipriani	$ 149
Project Architect - Tomone Lizuka	$ 115
Interior Design Principal-in-Charge - Patricia Rotonda	$ 210

Senior Interior Designer - Shawn O'Donahue, NCIDQ, IIDA, ASID	$	147
Project Principal	$	252
Senior Project Manager	$	169
Senior Technical Project Architect	$	149
Senior Project Architect	$	149
Project Architect	$	115
BIM Coordinator	$	100
Architect	$	92
Designer	$	88
Intern Architect 2	$	75
Intern Architect 1	$	52
Interior Designer 2	$	115
Interior Designer 1	$	88
Intern Interior Designer	$	60
Clerical / Administration	$	60

EXHIBIT K

Description of the 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 L

CONTRACTOR-PROVIDED INSURANCE

Design-Builder and Subcontractors shall maintain the insurance coverages set forth below, except to the extent other limits are specified in Section 14.1.3 for commercial general liability coverage with respect to services performed prior to start of construction or with respect to services performed after Substantial Completion.

A. Limits

1. **Commercial General Liability**
   $1,000,000 Each Occurrence
   $1,000,000 General Aggregate
   $1,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. **Business Automobile**
   $1,000,000 Combined Single Limit

3. **Workers' Compensation/Employers' Liability (Stop Gap)**
   Statutory Workers' Compensation – Coverage A
   $1,000,000 Each Accident
   $1,000,000 Disease – Policy Limits
   $1,000,000 Disease – Each Employee

4. **Pollution Liability (to be procured by Design-Builder only)**
   $10,000,000 Each Occurrence and General Aggregate

5. **Employment-Related Practices Liability** (covering employment practices liability exposures, such as liability arising from discrimination, wrongful termination, sexual harassment, coercion, and other workplace torts)
   $5,000,000 Each Occurrence and General Aggregate

6. **Excess Umbrella Liability:**

   a. For Design-Builder, $50,000,000 Each Occurrence/Annual Aggregate

   b. For any Subcontractor, the limit is to be determined by Design-Builder based on nature of the work; provided, however, in no case less than $2,000,000 Each Occurrence/Annual Aggregate, except that the Subcontractor performing demolition shall have limits of not less than $25,000,000 Each Occurrence/Annual Aggregate.

7. **Professional Liability (to be provided by Architect-of-Record)(note: the County may require professional liability limits above those set forth below and Design-Builder shall be reimbursed the increased premium cost thereof)**

$5,000,000	Each Claim
$5,000,000	Annual Aggregate

B. <u>Other Requirements</u>

1. **Commercial General and Excess Umbrella Liability Insurance.**

   (a) CGL insurance shall be written on ISO occurrence for CG 00 01 or its equivalent (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   (b) Cuyahoga County, City of Cleveland, Cleveland-Cuyahoga County Port Authority, together with any additional entities designated by the County (collectively, the "Additional Insureds") shall be included as additional insureds under the CGL, excess umbrella liability, automobile liability, and contractors pollution liability coverages. The Additional Insured coverage under the CGL will be on ISO additional insured endorsements CG 20 10 (07 04) and CG 20 37 (07 04) or substitutes providing equivalent coverage for ongoing and completed operations. Such insurance afforded to the Additional Insureds shall apply as primary insurance with respect to any other insurance or self-insurance programs carried by the Additional Insureds. If any Additional Insured has other insurance that is applicable to the loss such other insurance shall be on an excess or contingent basis.

2. **Completed Operations Liability Insurance**. Design-Builder shall maintain the completed operations coverage for at least five (5) years following Substantial Completion of the Work.

3. **Business Auto and Umbrella Liability Insurance.**

   (a) Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

   (b) Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

4. **Professional Liability Insurance.** Architect and Design-Builder's Consultants shall maintain professional liability insurance to protect against claims arising out of the performance of its professional services. Architect's professional liability insurance shall have the minimum limits set forth above, and Architect shall maintain such insurance throughout the duration of the Project and for a period of not less than five (5) years after the date of Substantial Completion. Such insurance shall have a retroactive date no later than the date of this Agreement or the date when Architect and Design-Builder's Consultants (as applicable) first performed professional services for the Project, whichever date is later. With respect to any other of Design-Builder's Consultants engaged to provide design or engineering services to the Project, each of them shall be required to maintain separate professional liability insurance with such limits of liability as are customary for the scope and character of the design or engineering services to be performed.

5. **General/Certificates of Insurance.**

(a) All policies shall be written by insurance companies authorized to do business in the State of Ohio and having a financial size of VII or higher and a rating of not less than "A-" in the latest version of Best's Insurance Guide, published by A.M. Best & Company.

(b) Design-Builder agrees to deliver to the County within five (5) business days of receipt any notice that coverage required hereunder will be suspended, voided, canceled, non-renewed, or reduced in scope or limits. In addition, Design-Builder agrees to use all commercially reasonable efforts to obtain from its insurers, when and if available in the industry, a certificate providing that such coverage shall not be suspended, voided, canceled, non-renewed, or reduced in scope or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

(c) Prior to the commencement of the Work, Design-Builder and Subcontractors shall file with the County valid Certificates of Insurance evidencing that the above required insurance has been obtained and copies of endorsements showing additional insured status for the entities referred to in Section B(1)(b) above. The Certificates of Insurance shall be in a form and substance satisfactory to the County, shall affirmatively list the entities referred to in Section B(1)(b) above as being additional insureds to the CGL, excess umbrella liability, automobile liability and contractor's pollution liability policies required above and shall set forth the deductibles, self-insurance retentions and the limits and sub-limits for each such coverages. At the County's request, Design-Builder shall deliver to the County copies of the actual insurance policies and any endorsements

or riders thereto. The endorsements or amendatory riders shall include cross-claim and severability of interests endorsements.

6. **Waiver of Subrogation.**

Design-Builder shall waive, and shall cause all Subcontractors to waive, all right of recovery against the County, and agrees not to assign or transfer any right of subrogation to any of its insurance carriers or any other party. Design-Builder also agrees, and will cause all of its Subcontractors to agree, that they will obtain a waiver of subrogation endorsement (ISO Form CG 24 04 10 93 or its equivalent) from their insurance carriers with respect to Additional Insureds referred to in Section B(1)(b) above.

C. <u>Rates</u>

1. The Payment and Performance Bond shall be reimbursed at a rate of 1.12% of the GMP pursuant to Section 5.5.

2. The CCIP (if approved) shall be reimbursed at a rate of 2.55% of the Cost of the Work; provided, however, that calculating CCIP premium, the following Cost of the Work shall be excluded: the contract price of the Architect Subcontract and the Design-Builder's contracts with any Consultants providing professional services only, the contract price of any Subcontractor not enrolled in the CCIP, the CCIP premium, unused Construction Contingency, the pre-construction services payments set forth in Section 8.4.1.1, and the premium cost of the performance and payment bond or other alternate security referenced in Section 5.5.

3. The Subcontractor default insurance (if approved) shall be reimbursed at a rate of $11.50 per thousand dollars of Subcontracted Work.

EXHIBIT M

Architect's and its Consultants Compensation

DISCIPLINE	FIXED FEE	FIRM
ARCHITECTURE		
Base Building and Envelope CD – CA	$ 3,761,876	Note 1
Interior Architecture CD – CA	$ *	
Landscape Architecture and Streetscape	$ 65,600	McKnight Assoc.
LEED Tracking and Documentation	$ 42,000	VAA
ARCHITECTURE CD – CA SERVICES TOTALS	$ 3,869,476	
ENGINEERING		
Mechanical/Plumbing/Engineering	$ 715,675	Note 2
Electrical Engineering	w/Mechanical	
Fire Protection Engineering	w/Mechanical	
Civil Engineering	$ 156,400	Osborn Engineering
Structural Engineering	$ 470,400	MKA/Barber Hoffman
ENGINEERING CD – CA SERVICES TOTAL	$ 1,342,475	
ARCHITECTURE AND ENGINEERING CD – CA SERVICES TOTAL	$ 5,211,951	
PRE-GMP SERVICES Architecture and Interiors	$ 452,961	Note 3
SPECIALTY SERVICES		
Acoustician	$ 41,412	Sustainable Tech.
Vibration Monitoring	$ 138,000	Dr. E. J. Walter
Audio Video	$ 43,982	Sustainable Tech.
Technology	$ 44,800	Network Tech.
Security	w/Technology	Network Tech.
Vertical Transportation	$ 56,000	Lerch Bates
Lighting	$ 87,360	Yarnell Associates
Life Safety	$ 6,500	Code Consultants
Food Service and Laundry	$ 43,680	Food Strategies
Parking	$ **	
Pool Consultant	DB Subcontract	
Traffic Studies	$ **	
Signage	$ 19,500	Studio Graphique
Commissioning Agent (Not Enhanced Commissioning)	$ **	
Wind Tunnel	$ *	
Roofing and Waterproofing	$ 45,500	Williamson & Assoc.

ADA	$ 20,801	LCM Architects
Window Washing	$ 28,600	Lerch Bates
Exterior Wall	$ 97,460	Façade Forensics
SPECIALTY SERVICES TOTAL	$ 673,595	

*** - With Criteria Architect**

**** - By Owner**

Notes:

1. VOA, RPMI, Document Control VAA, Turner Allowances, Contingency
2. Karpinski Engineering, Osborn Engineering, Sandhu Engineering
3. VOA, RPMI, Document Control VAA, URS Demolition, Dr. E. J. Walter

Exhibit M-1
Architect's and its Consultants Compensation

Cleveland Convention Center Hotel							
Architect of Record Fee							
		Total AOR Only					
		VOA					
FIRM		CD Fee	CA Fee	Total Fee	Total Estimated Expenses		GRAND TOTAL
MAGNUSSON KLEMENCIC ASSOCIATES	STRUCTURAL	$47,250	$10,500	$57,750	$6,930		$64,680
BARBER AND HOFFMAN	STRUCTURAL	$267,750	$94,500	$362,250	$43,470		$405,720
YARNELL ASSOCIATES	SPECIALTY LIGHTING	$52,000	$26,000	$78,000	$9,360		$87,360
SUSTAINABLE TECHNOLOGIES GROUP	ACOUSTICS	$25,375	$11,600	$36,975	$4,437		$41,412
SUSTAINABLE TECHNOLOGIES GROUP	AV	$26,950	$12,320	$39,270	$4,712		$43,982
WILLIAMSON & ASSOCIATES	ROOFING /WP	$16,500	$17,000	$33,500	$12,000		$45,500
MCKNIGHT ASSOCIATES	LANDSCAPE	$44,000	$16,000	$60,000	$5,600		$65,600
STUDIO GRAPHIQUE	GRAPHICS /SIGNAGE	$8,000	$10,000	$18,000	$1,500		$19,500
NETWORK TECHNOLOGIES INC.	ITC /SECURITY	$30,000	$10,000	$40,000	$4,800		$44,800
LCM ARCHITECTS	ADA	$8,752	$9,820	$18,572	$2,229		$20,801
LERCH BATES	VERTICAL TRANS	$23,000	$27,000	$50,000	$6,000		$56,000
LERCH BATES	WINDOW WASH	$12,500	$10,700	$23,200	$5,400		$28,600
FAÇADE FORENSICS	EXTERIOR WALL	$26,520	$57,940	$84,460	$13,000		$97,460
OSBORN ENGINEERING	CIVIL	$110,000	$38,500	$148,500	$7,900		$156,400
CODE CONSULTANTS, INC.	CODE / LIFE SAFETY	$4,000	$2,000	$6,000	$500		$6,500
FOOD STRATEGIES	FOOD SVC/LAUNDRY	$25,500	$13,500	$39,000	$4,680		$43,680
KARPINSKI ENGINEERING	MEPFP	$311,301	$194,563	$505,864	$20,175		$526,039
SANDHU / OSBORN	MEPFP	$116,699	$72,937	$189,636	$0		$189,636
URS CORPORATION	BUILDING DEMOLITION	$46,000	$0	$46,000	$750		$46,750
VOA ASSOCIATES INCORPORATED	ARCHITECT-OF-RECORD	$1,220,306	$976,070	$2,196,376	$165,000		$2,361,376
Add Document Control - VAA	Turner Requirement	$0	$300,000	$300,000	$0		$300,000
RPMI	INTERIOR ARCHITECTURE	$307,360	$166,200	$473,560	$26,140		$499,700
k2m	INTERIOR ARCHITECTURE	tbd	tbd	included	included		included
URS CORPORATION	TBD	tbd	tbd	included	included		included
VAN AUKEN AKINS ARCHITECTS, LLC	LEED	$17,500	$20,000	$37,500	$4,500		$42,000
Dr. Edward J. Walter & Associates, Inc.	Vibration Monitoring		$235,000	$235,000	$0		$235,000
Turner Allowances		$325,000	$200,000	$525,000	$0		$525,000
Contingency			$385,011	$385,011	$0		$385,011
TOTAL		$3,072,263	$2,917,161	$5,989,424	$349,083		$6,338,507
SBE Value		$923,634	$742,057	$1,665,691	$98,259		$1,763,950
SBE %							27.8%

EXHIBIT N

Change Order Pricing

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

(a) by an accepted unit price proposed in the GMP Amendment and incorporated in the Agreement.

(b) by a lump sum cost acceptable to the County, based on Design-Builder's detailed, itemized breakdown of the actual basic costs, with allowance for Design-Builder's profit and overhead, as provided for under Section 3 below.

(c) by mutually agreeable unit prices for the Work, with allowance for Design-Builder's profit and overhead, computed in a similar manner as provided for in Section 3 below.

(d) on the actual Cost of the Work, as determined by payroll records and paid receipts, plus allowances for Design-Builder's profit and overhead as set forth in Section 3 below.

2. Except for unit prices included in the GMP Amendment, and unless otherwise approved by the County, for proposed changes in the Work Design-Builder shall submit an itemized list of quantities with the applicable unit cost and extended price for each, in such form and detail as required by the County.

3. The amount that will be allowed for overhead, profit or markup shall be as follows, expressed as a percentage of the actual basic cost of the change:

		Design-Builder's Fee
To Design-Builder for Work performed with its own forces		2.1%
To Design-Builder for Work performed by other than its own forces		2.1%
	Overhead	**Profit**
To Subcontractor for Work performed with its own forces	10%	5%
To Subcontractor for Work performed	5%	5%

EXHIBIT Q

Description of the 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";

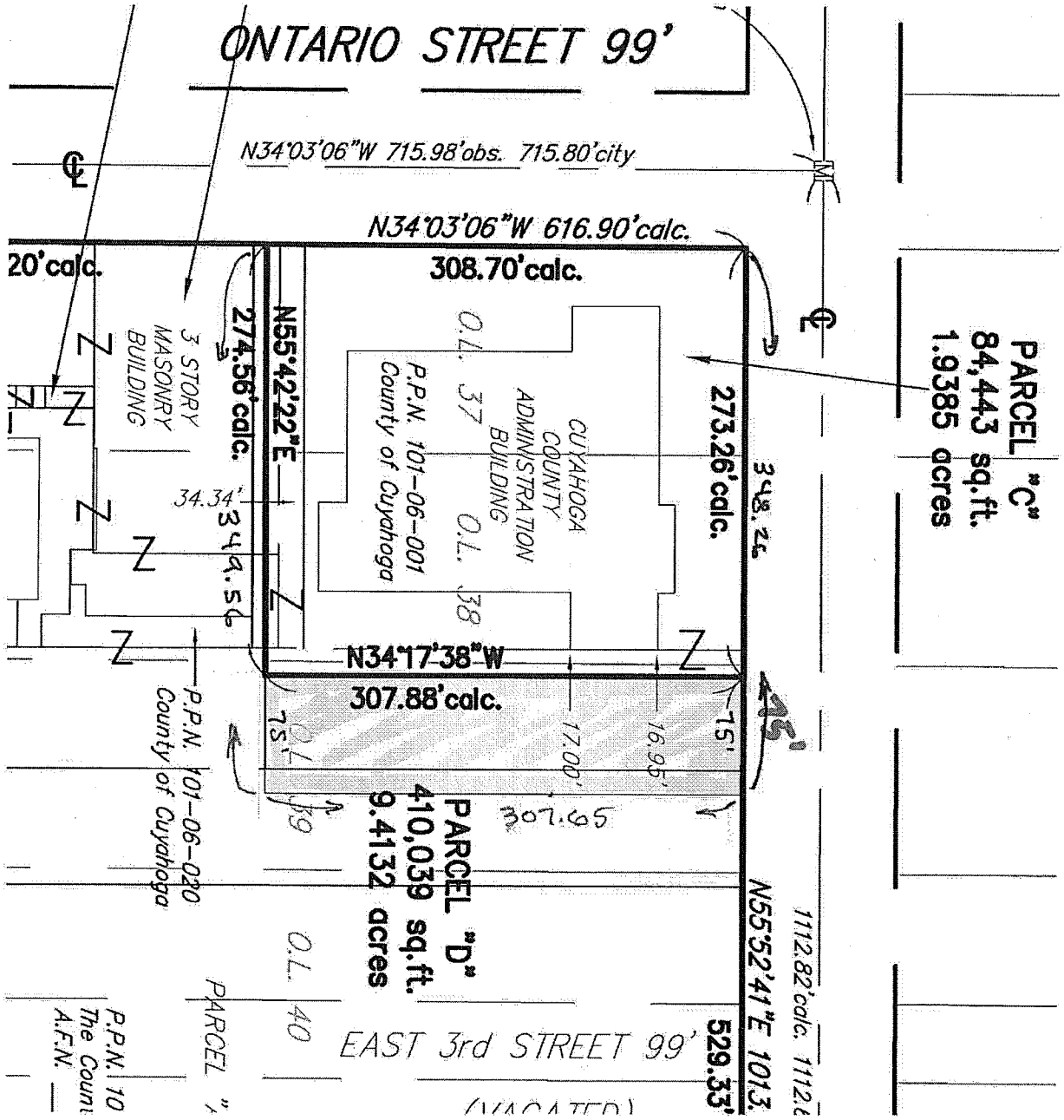
Course 2 Thence South 34°-17'-38" East, parallel with the Northeasterly line of said Parcel "C", a distance of 307.65 feet to the intersection with the Northeasterly prolongation of the Southeasterly line thereof;

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


ONTARIO STREET 99'
N34°03'06"W 715.98'obs. 715.80'city
N34°03'06"W 616.90'calc.
308.70'calc.
20'calc.
3 STORY MASONRY BUILDING
274.56'calc.
N55°42'22"E
34.34'
349.56
CUYAHOGA COUNTY ADMINISTRATION BUILDING
O.L. 37
O.L. 38
P.P.N. 101-06-001 County of Cuyahoga
273.26'calc.
348.26
PARCEL "C" 84,443 sq.ft. 1.9385 acres
N34°17'38"W
307.88'calc.
75'
17.00'
16.95'
307.65
P.P.N. 101-06-020 County of Cuyahoga
PARCEL "D" 410,039 sq.ft. 9.4132 acres
O.L. 40
N55°52'41"E 1013.
529.33'
1112.82'calc. 1112.
EAST 3rd STREET 99'
(VACATED)
P.P.N. 10 The Coun A.F.N.

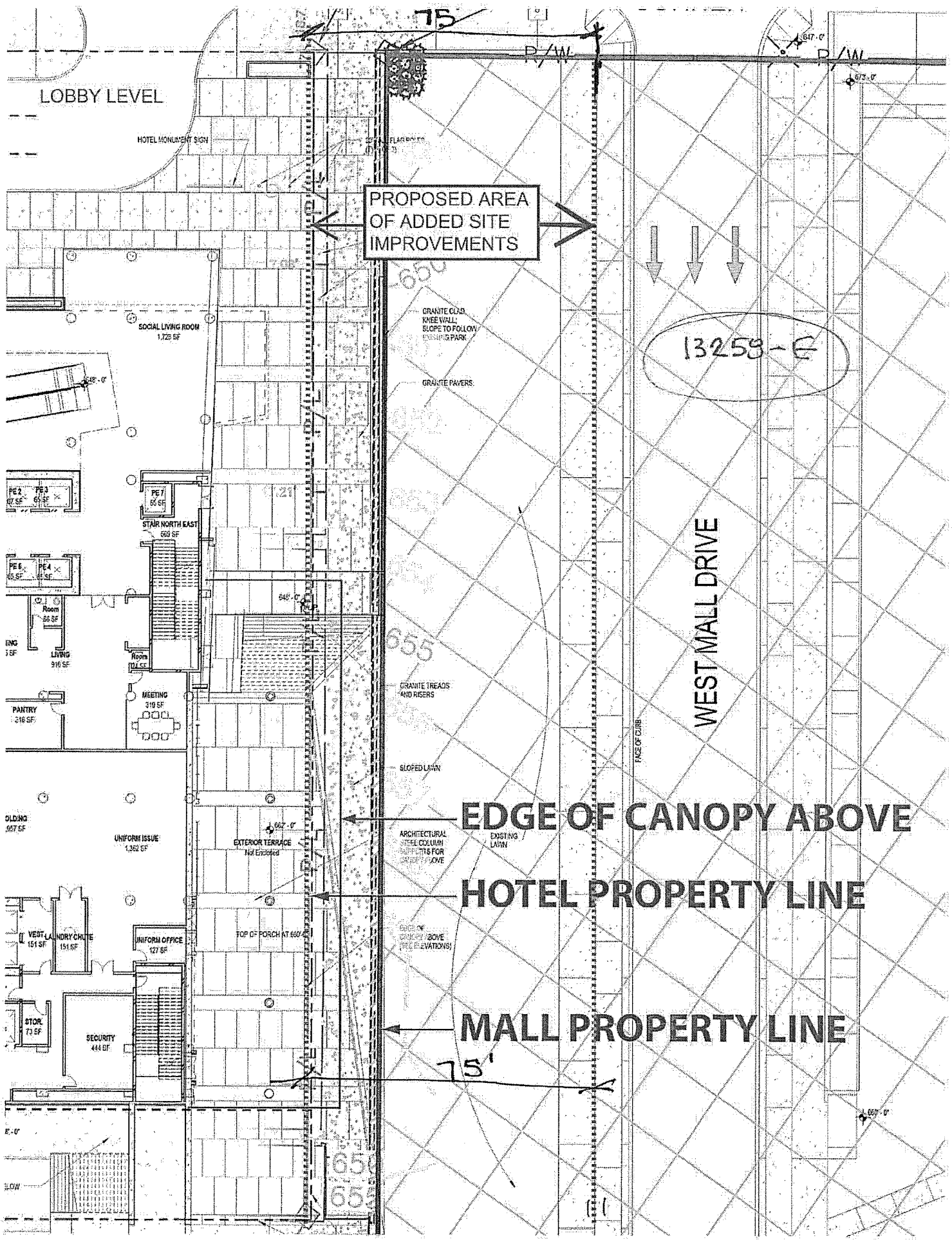

LOBBY LEVEL
HOTEL MONUMENT SIGN
PROPOSED AREA OF ADDED SITE IMPROVEMENTS
SOCIAL LIVING ROOM
GRANITE CLAD KNEE WALL; SLOPE TO FOLLOW EXISTING PARK
GRANITE PAVERS
13259-E
STAIR NORTH EAST
LIVING
MEETING
PANTRY
GRANITE TREADS AND RISERS
SLOPED LAWN
WEST MALL DRIVE
FACE OF CURB
EDGE OF CANOPY ABOVE
HOTEL PROPERTY LINE
MALL PROPERTY LINE
UNIFORM ISSUE
EXTERIOR TERRACE
Not Enclosed
ARCHITECTURAL STEEL COLUMN SUPPORTS FOR CANOPY ABOVE
EXISTING LAWN
VEST. LAUNDRY CHUTE
UNIFORM OFFICE
TOP OF PORCH AT 660'
EDGE OF CANOPY ABOVE (SEE ELEVATIONS)
SECURITY
75'

EXHIBIT R

Preliminary 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 S

Differentiation Document

Attached to this **Exhibit S** 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

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.
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

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 SD/ DD BY CRITERIA ARCHITECT	CD/ CA BY ARCHITECT OF RECORD	PURCHASING RESPONSIBILITIES 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.
f. 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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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		PURCHASING RESPONSIBILITIES		
	SD/DD BY CRITERIA ARCHITECT	CD/CA BY ARCHITECT OF RECORD	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. Lecterns	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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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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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

by other than its own forces		

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

5. The percentages allowed for Subcontractor overhead and profit under Section 3 above shall be deemed to include all of the following costs of the Subcontractor in performing the Change Order Work: (1) use of small tools; (2) shop burden; (3) equipment rental (other than required additional hoisting equipment or required equipment necessary solely as a result of the change); (4) estimating and administrative costs; (5) indirect costs related to the Work; and (6) any other costs resulting from the change not expressly enumerated as a Cost of the Work.

6. Except for changes based on unit prices included in the Agreement, costs changes shall be computed by determining the actual Cost of the Work to which the overhead may be added, then the profit figures may be added and finally adding any applicable sales tax on materials.

7. Lower tier Subcontractors and Suppliers shall compute their costs in the same manner as set forth in this Exhibit and are subject to the conditions set forth herein, including the same maximum percentages for overhead and profit; provided, however, that any Subcontractor at the second tier level or below shall only be entitled to a mark-up for Work performed with its own forces. Design-Builder and any first-tier Subcontractor may divide the overhead and profit amount as they agree upon.

8. For changes involving extra cost by a Subcontractor and Design-Builder, the Design-Builder markup shall be applied directly to the sum of Subcontractor's total price and the Work Design-Builder performs with its own forces.

9. For changes involving both extra and credit amounts, the overhead, profit or markup, as the case may be, shall be applied only to the net difference where the extra exceeds the credit.

10. For changes resulting in a net credit on the basic costs, an allowance for overhead, profit or markup on the net difference shall be credited to the County using the percentages set forth in Section 3 above.

11. On changes where the value or extent of Work cannot be reasonable pre-determined or agreed upon, the County may authorize Work to proceed on an agreed upon cost plus basis, not to exceed a pre-determined maximum amount. In such cases, the basic costs and mark-up for overhead, profit and markup will be in accordance with this Exhibit.

12. Unit prices proposed in the GMP Amendment are not subject to further profit, overhead or markup adjustments, nor the conditions of Sections 2 through 11 above. The GMP will be adjusted by the direct extension of the number of units and the unit cost price.

EXHIBIT O

List of Pre-Qualified Mediators

[To be agreed to by Turner and the County on or before the date of execution and delivery of the GMP Amendment]

EXHIBIT P

Preconstruction Payment Fee Schedule

DESIGN BUILDER PRECONSTRUCTION	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-04
Office	$5,000	$5,000	$5,000			
General Expense	$2,450	$2,450	$2,450			
Lead estimator	$14,233	$14,233	$14,233	$14,233	$14,233	$14,233
Area estimator	$7,748	$7,748	$7,748	$7,748	$7,748	$7,748
Area estimator	$5,811	$5,811	$5,811	$5,811	$5,811	
Mech estimator	$6,917	$6,917	$6,917	$6,917	$6,917	$6,917
Elect estimator	$8,216	$8,216	$8,216	$8,216	$8,216	$8,216
Clerical support	$6,831	$6,831	$6,831			
Proj Engineer	$10,330	$10,330	$10,330			
Area Engineer	$6,026	$6,026	$6,026			
Proj Superintendent	$20,467	$20,467	$20,467			
Purchasing Agent	$15,054	$15,054	$15,054			
Accounting Dept	$1,208	$1,208	$1,208			
TIS Engineer	$646	$646	$646			
Scheduling Engr	$4,052	$4,052	$4,052			
Operations Manager	$4,028	$4,028	$4,028			
Design Manager	$7,800	$7,800	$7,800			
Project Executive	$25,529	$25,529	$25,529			
Project Manager	$17,812	$17,812	$17,812			
MEP Coordinator	$15,496	$15,496	$15,496			
GLI	$4,222					
TOTAL DESIGN BUILDER PRECONSTRUCTION	**$189,876**	**$185,654**	**$185,654**	**$42,924**	**$42,924**	**$37,113**