



**REQUEST FOR PROPOSALS FOR OFFICE SYSTEMS FURNITURE DESIGN, PROCUREMENT,  
AND INSTALLATION  
LAKE COUNTY BOARD OF COMMISSIONERS AND LAKE COUNTY SHERIFF'S OFFICE**

Dated **September 13, 2024**

**Deadline to Submit Proposals: 3:00 p.m. EST on October 11, 2024**

Submit Proposals **via e-mail** to Jason Boyd, at [Jason.Boyd@lakecountyohio.gov](mailto:Jason.Boyd@lakecountyohio.gov) with copy to Ellis Katz at [ellis.katz@aboutpmc.com](mailto:ellis.katz@aboutpmc.com) and one hard copy hand delivered or delivered by mail, addressed to the following:

Individual Name: Jason Boyd, Administrator  
Department: Commissioner's Office  
105 Main Street  
Painesville, Ohio 44077

Pricing proposals shall only be submitted via hard copy in sealed envelopes to the address provided above at 3:00 p.m. on **October 11, 2024**. Vendors shall not provide pricing electronically via e-mail.

**I. Project Description and General Information**

1. The Lake County Board of Commissioners and Lake County Sheriff's Office (the "County" or "Owner") is soliciting Statements of Proposals ("Proposals") from qualified design professionals for the Lake County Corrections Facility Project located in Lake County, Ohio (the "Project") to provide testing and inspection services as outlined in Section 2 below.
2. The Project is anticipated to include a corrections facility, Sheriff's administration building, and parking at 125 E. Erie St., Painesville, Ohio 44077 to replace the County Sheriff's Office currently located at 104 East Erie Street, Painesville, Ohio 44077. It is anticipated that the new facility will have a rated capacity of up to 505 beds.
3. The Owner is utilizing the Design-Build delivery method to construct the Project. The Owner selected Gilbane Building Company to serve as the Design-Builder for the Project.
4. The Owner selected Hellmuth, Obata & Kassabaum, P.C. ("HOK") to serve as the Owner's Criteria Architect for the Project.
5. The Owner selected Project Management Consultants ("PMC") to serve as the Owner's Consultant for the Project.
6. Questions on this RFP shall be directed in writing only via e-mail to Jason Boyd, at [Jason.Boyd@lakecountyohio.gov](mailto:Jason.Boyd@lakecountyohio.gov) by **4:00 p.m. EST on October 7, 2024**.
7. The Owner may issue addenda, as required, to vendors which requested an RFP for the Project.

## II. Anticipated Scope of Services

1. The Vendor shall be responsible for the design, procurement, and installation of office system furniture, miscellaneous loose furniture, files and accessories ("OFFICE FURNITURE") as specified in this RFP. Additionally, such vendor shall take an active part of the design team and work with PMC, the AORs and Design Builder as the project progresses and provide design development through installation of all required office furniture in coordination with the Owner's other vendors. The Project Criteria includes a basis of design configuration for different types of OFFICE FURNITURE to be used, including cubicle units, private offices, multi-person offices, exam rooms and meeting rooms. Refer to Exhibit A for more detailed information.
2. The Vendor shall be an active member of the design team and work with the entire design and construction team through the completion of construction drawings. The Owner is looking for the Vendor to establish a schematic level basis of design for all spaces requiring OFFICE FURNITURE. This coordination will also work with all members of the MEP team to ensure a fully coordinated design, with assistance from the Vendor on power and data feed requirements and locations. The Owner is expecting a full mockup of the typical workstation along with a review of physical examples of all other office furniture that will be in the designed spaces, via the Vendor's showroom.
3. The selected Vendor shall coordinate with the AOR, Design Builder, and other contractors as directed by the Owner in order to design and install the OFFICE FURNITURE for the Project and ensure there is no scope gap in the design and installation of such OFFICE FURNITURE.
4. The selected Vendor shall be responsible for labor, transportation, freight, and delivery of all OFFICE FURNITURE. Additionally, the selected Vendor shall comply with all applicable laws and secure any necessary permits, fees, or licenses required for the installation of such OFFICE FURNITURE.
5. The Owner anticipates commencement of OFFICE FURNITURE design services to begin immediately upon execution of Vendor's Agreement.
6. The Owner's OFFICE FURNITURE budget for the project has yet to be finalized. The selected vendor shall help establish and design all OFFICE FURNITURE within the Owner's approved budget.
7. The selected vendor shall comply with all applicable laws and secure any necessary permits, fees, or licenses required for the Services.
8. The Owner anticipates the Services beginning in 4th Quarter of 2024 and continuing until 2026.
9. Prevailing Wages shall apply and must be included in Vendor's pricing. Owner anticipates that a Project Labor Agreement to be utilized on the Project.

III. **Selection Process and Schedule.** Selection of the vendor shall be based upon the vendor's Proposals and their qualifications and experience of the individuals identified as the vendor's proposed team for this Project. Written responses to this RFP will be evaluated and all or a shortlist selection of vendors may be requested to discuss clarifications to their Proposals in an interview. Such evaluation and selection shall be subject to the Owner's absolute discretion. Upon selection of the vendor for the Project, the Owner reserves the right to negotiate the price for services. Owner may suspend the process at any time or refrain from entering into any contract.

The anticipated schedule is provided below. The Owner reserves the right to revise or modify the schedule as required.

Task	Completed By
Proposals Due	October 11, 2024
Recommendation to the Board to Select Vendor and Contract Execution	October 18, 2024

**IV. Required Submissions and Evaluation Criteria.** Please submit the following information in response to this RFP:

1. Proposal Form. Provide a copy of the Proposal Form, attached hereto as **Exhibit B**, filled in with the Vendor's pricing proposal along with cut sheets of the types of products that serve as the basis of the proposal.
2. Business Information.
  - a. Provide the vendor's history, including number of years in business.
  - b. Describe your vendor and how it is organized, its overall size in number of employees, the number of offices, and number of registered/licensed specialists for the services which your vendor is submitting qualifications for, and other technical staff.
  - c. Identify the business form of contracting entity.
  - d. If the proposed form of entity is a joint venture, please identify each venturer and their respective percentage of participation.
3. Experience of Vendor's Personnel Subcontractors and Subconsultants. Identify the vendor's assigned team of personnel and proposed subconsultants for the Project.
  - a. Provide a project organizational chart containing the names and titles of your proposed staff for the Project and key subconsultants/subcontractors. At a minimum, the chart should include individuals who will work on this Project.
  - b. Indicate the team's current workload for the duration of the Project.
  - c. Identify the phase(s) of this Project to which the individual will be assigned and the percentage of that individual's time to be devoted to this Project.
4. Insurance. Provide a copy of the Vendor's certificate of insurance showing the Vendor's current limits of liability for commercial general liability, employer's liability, business automobile liability, and professional liability insurance.
5. Proposed Modifications to the Agreement. The Vendor Agreement (the "Agreement") is attached as Exhibit C to this RFP. Identify any proposed deviations from the terms of this Agreement and submit with your Proposals. Modifications may be accepted in the Owner's sole discretion during negotiation of the Agreement with the selected vendor.
6. Clarifications and Additional Information. The Owner may request additional information from one or more of the design professionals submitting Proposals to supplement or clarify the Proposals. Such additional information may be taken into account when ranking the most-qualified vendors.

**V. Public Records.** All documents submitted to Owner in response to this RFP are public and will be available for inspection under ORC 149.43 at the conclusion of the selection process.

*The Owner reserves the right to waive any defect or technicality in any Proposals received. The Owner may eliminate any vendor that submits an incomplete, inadequate, or non-responsive Statement of Proposals in the Owner's sole discretion.*

**EXHIBIT A**  
**Criteria Documents**

Criteria Documents can be downloaded via the following link:

<https://www.dropbox.com/scl/fo/bg4x3cd5tjd8ogh7umaeg/AJkicEf7eHg9GRjzDtt0f6M?rlkey=k0jzx56x1t5n2xa5xdurvdt2n&st=gotm4323&dl=0>

**EXHIBIT B  
PROPOSAL FORM**

Please fill in the yellow highlighted cells in the attached excel form. The totals should automatically calculate. Submission of the form should be in both excel and PDF please.

**EXHIBIT C  
AGREEMENT**

## VENDOR AGREEMENT

THIS VENDOR AGREEMENT (this "Agreement") is made as of the [REDACTED] day of [REDACTED] 20[REDACTED] (the "Effective Date"), by and between the **LAKE COUNTY BOARD OF COMMISSIONERS** ("Owner"), and **[INSERT FIRM NAME]** ("Vendor"). Owner and Vendor (collectively, the "Parties" and individually, "Party") agree as follows:

### ARTICLE 1 GENERAL

1.1 Project. The Project consists of designing and constructing a new Lake County Public Safety Center located in Painesville, Ohio (the "Project").

1.2 Contract Documents. The term "Contract Documents" shall mean (a) this Agreement and all exhibits attached hereto, (b) any executed Amendments, (c) the final Construction Drawings and Specifications (defined below) when approved by Owner, (d) any executed Change Orders (defined below); and (e) all subsequently issued addenda. Vendor acknowledges receipt of a complete set of the Contract Documents. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.3 Substantial Completion. Vendor shall promptly commence Work as directed by Owner and diligently pursue completion of the Work. Exhibit D sets forth a schedule of the milestone dates for the completion of the Work (the "Schedule"). Vendor shall achieve Substantial Completion of the entire Work no later than the date set forth in the Schedule. In addition to the criteria for Substantial Completion set forth in the Contract Documents, "Substantial Completion" shall mean that (a) the Work has been completed in accordance with the Contract Documents (except for minor, punch list items approved by Owner), (b) all required permits from the applicable governmental authorities accepting or approving the Work have been issued, and (c) all required permits from applicable governmental authorities relating to Vendor's scope of work necessary for Owner to occupy the Project have been issued.

1.4 Delay Liquidated Damages. If Vendor fails to cause the Work to be substantially complete on or before the Substantial Completion date, then Vendor shall pay to Owner (by direct payment or offset from the Contract Sum) the per diem amount of [REDACTED] Dollars (\$ [REDACTED]) for each day that occurs after the Substantial Completion date until (and including) the day that Vendor achieves completion of the entire Work.

1.5 Final Completion. "Final Completion" shall mean the date certified by Owner that the Work is totally complete in accordance with the Contract Documents (so that Owner may fully utilize Project for the use for which it is intended) and that Vendor has fulfilled all obligations under this Agreement, including all punch list work; submission, review and approval of all closeout documents; all training completed; operation and maintenance manuals submitted and approved; and all regulatory inspections completed and approved.

1.6 Schedule of Performance. Subject to the Standard of Care, time is of the essence for the completion of Work pursuant to this Agreement. Vendor shall diligently and continuously prosecute and complete the Work and coordinate the Work with other work being performed on the Project to meet the Substantial Completion and Final Completion dates and so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of any part



of the other work or services being performed at the Project site.

1.7 Work. The term "Work" includes all labor, materials, engineering, design, permits, drawings, specifications, tests, inspections, tools, equipment, scaffolding, hoisting, storage, transportation, installation, supervision and services provided or to be provided by Vendor and pursuant to this Article and Vendor's proposal dated \_\_\_\_\_, 202\_\_ (as further modified by the Parties), attached hereto as Exhibit A. Vendor's proposal is merely to reference the required scope of Work for the Project. No legal terms and conditions from the Vendor's proposal are incorporated into this Agreement and all terms, conditions, and exclusions are expressly rejected. In the event of any conflict between the terms of this Agreement and Exhibit A (and any sub-exhibits thereunder), this Agreement shall control unless approved otherwise by Owner in writing.

1.8 Criteria Design Documents. The Owner's program and other criteria design documents, if applicable, are identified on Exhibit E attached to this Agreement.

1.9 Effective Date. This Agreement covers all Work provided by Vendor for the Project, whether provided before or after the Effective Date. Any letters of intent, letter agreements or other existing agreements between the Parties are hereby deemed terminated and supplanted by the terms of this Agreement. Owner shall not be required to pay Vendor for Work paid for by Owner prior to the Effective Date. Owner shall be entitled to credit against the compensation due Vendor hereunder (to the extent applicable) for any amounts paid to Vendor prior to the Effective Date.

1.10 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.

1.11 Project Administration. Owner has engaged Project Management Consultants, LLC ("PMC") to assist in the administration of the Project. If there is any material change in PMC's role, then Vendor shall be notified in writing of such change.

## ARTICLE 2 VENDOR'S RESPONSIBILITIES

2.1 Standard of Care. Vendor shall further Owner's interests in the Project by furnishing Vendor's best skill and judgment to Owner. Vendor 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. Vendor shall perform its services under the Agreement and shall cause the entire Work described in the Contract Documents to be executed in accordance with the standard of professional care and skill for design-builders, contractors, and design/engineering professionals experienced and specialized in the design, installation, and construction of projects similar to this Project in major metropolitan areas in the United States ("Standard of Care").

2.2 Compliance with Law. Vendor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including OSHA requirements ("Applicable Law"). If required, Vendor shall assist the Owner, as requested, in obtaining and maintaining all permits required of Vendor by federal, state and local regulatory agencies. If

applicable, Vendor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of Vendor's Work or operations performed under this Agreement.

2.3 Licensed to Practice. Vendor represents that Vendor and all persons and/or entities are licensed under the laws of Ohio, as required by Applicable Law.

2.4 Independent Contractor. Vendor agrees that in the performance of the Work under this Agreement, Vendor shall act as an independent contractor, and all of its agents, employees and subcontractors shall be subject solely to the control, supervision and authority of Vendor.

2.5 Key Personnel and Subcontractors. In performance of the Work and other services to be provided under this Agreement, Vendor shall use or employ only qualified personnel. If any person is deemed unfit for their duties by Owner, then Contractor shall remove them from the Project. Vendor shall provide to Owner a list of the key personnel and subcontractors who will be providing the Work under the Agreement, attached hereto as Exhibit C. No substitutions of any key personnel and subcontractors may be made by Vendor without the prior written consent of Owner, which consent shall not be unreasonably withheld.

2.6 Drawings and Specifications. Vendor shall provide within the Contract Sum all design and engineering services relating to the Work, including, but not limited to, all design and engineering services required to procure any and all construction or installation permits relating to the Work. Vendor shall establish schematic level basis of design for all spaces requiring the Work, including coordination with the MEP team. Vendor shall deliver final, 100% complete construction drawings and specifications ("Construction Drawings and Specifications") to Owner for review and comment. The Construction Drawings and Specifications shall be in accordance with applicable laws, codes, rules and regulations, the Owner's program and criteria design documents (if applicable), and the Contract Documents. 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. The Construction Drawings and Specifications shall be prepared so as to take into account Owner's intended purposes for the Project. Owner shall have the right, but not the obligation, to review and approve the Construction Drawings and Specifications. Any and all changes to the Construction Drawings and Specifications required by applicable laws, codes, rules and regulations, or required to include or reflect the requirements of the Contract Documents, shall be performed by Vendor at Vendor's sole cost and expense. Vendor acknowledges that Owner may limit its review of the Construction Drawings and Specifications to a cursory review, or a review for the limited purpose of determining whether to make a progress payment to Vendor, it being Vendor's sole responsibility to prepare the Construction Drawings and Specifications in accordance with the terms of this Agreement. Even though Owner shall have no obligation to review the Construction Drawings and Specifications in any respect, Owner shall be entitled (but not obligated) to notify Vendor if Owner determines that the Construction Drawings and Specifications (or any part of them) are unacceptable or inconsistent with the Contract Documents in any respect. In such event, Vendor shall complete, correct and/or modify the Construction Drawings and Specifications in question and shall resubmit such Construction Drawings and Specifications to Owner at no additional cost. Vendor shall correct, complete and resubmit the Construction Drawings and Specifications in a timely fashion so as not to adversely impact the Schedule.

2.7 Coordination. Vendor shall coordinate the Work hereunder with Work of such other third-party service providers (e.g., architect, consultants, construction manager and others) as Owner may designate from time to time.

2.8 Safety Plan. Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees on the Work and other persons who may be affected thereby; (b) the Work and materials and equipment to be incorporated therein; and (c) other property at the site or adjacent thereto. Vendor shall comply with construction manager's safety plan, as applicable. Vendor shall promptly remedy damage and loss to property at the site caused in whole or in part by Vendor, a subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which Vendor is responsible.

2.9 Review of the Site. Vendor represents that Vendor has visited the Project site and become familiar with the building systems, building measurements (including any measurements and calculations provided by others), access requirements and other conditions under which the Work shall be performed and has received all clarifications needed by Vendor to assure itself that the Work can be performed for the Contract Sum (defined below).

2.10 Means and Methods. Vendor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

2.11 Materials and Equipment. Vendor warrants that materials and equipment furnished under this Agreement will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted and that the Project will perform all functions for which it is intended. Any portions of the Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. Vendor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2.12 Work of Others. Vendor shall carefully examine the work of others that may affect the Work or the Project, determine whether it is in a fit, ready and suitable condition for the proper and accurate performance of the Work, and notify Owner in writing of any claimed deficiencies that may affect the Work or the Project. If such notice is not so given to Owner, then all such work shall be deemed acceptable to Vendor.

2.13 Maintenance and Operation Manuals. Vendor shall furnish Owner three (3) complete sets of manuals, containing the manufacturer's instructions for maintenance and operation of each item of equipment and apparatus prior to final payment. The manuals shall be arranged in proper order, indexed and suitably bound.

### ARTICLE 3 COMPENSATION

3.1 Contract Sum. Owner shall pay Vendor, for Vendor's proper, timely, and complete performance of the Work in accordance with the Contract Documents, a fixed lump sum amount

of \$ \_\_\_\_\_ ( \_\_\_\_\_ and \_\_\_/100 Dollars) including all alternates and allowances (the “Contract Sum”), as set forth in the Schedule of Values attached hereto as Exhibit F.

1.3.1 Alternates. The pricing for alternates accepted by Owner (which are included in the Contract Sum) is set forth below:

Alternate Description	Alternate Sum
_____	\$ _____
_____	\$ _____

1.3.2 Allowances. The pricing for allowances accepted by Owner (which are included in the Contract Sum) is set forth below:

Allowance Description	Allowance Sum
_____	\$ _____
_____	\$ _____

Vendor represents that the foregoing are all of the allowances included in the Contract Sum.

3.2 Additional Work. Vendor shall notify Owner in writing immediately upon Vendor’s determination that changes in the Work (“Additional Work”) are required. If changes in the Work seem merited by Vendor or the Owner, and informal consultations with the other Party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the Owner by Vendor with a statement specifying the scope of the change, the reason for the change, the estimated financial and schedule impacts of the change, and a definitive statement of fees Vendor claims are due for Work related to such change (“Proposed Change Order”). Owner shall then review and, if necessary, meet with Vendor to discuss any modifications to the Proposed Change Order. Thereafter, Vendor will prepare a change order for the Parties’ execution to confirm their agreement of the adjusted fee and/or time (“Change Order”). The Parties shall execute the Change Order prior to Vendor commencing any Additional Work. Failure of Vendor to obtain Owner’s prior written authorization for Additional Work shall be deemed a waiver of any claim for compensation relating to such Additional Work. Owner, without invalidating this Agreement, may order minor changes in the Work not involving an adjustment in the Contract Sum or extension of the Contract Time.

3.3 Payment. Vendor will requisition only for the value of that part of each phase and deliverable that has been earned as of the end of the monthly billing cycle, which values may, at Owner's option, be verified by means of an examination of the progress of the Work declared by Vendor to have been earned. Payments are due and payable within thirty (30) days from the date of Vendor’s properly submitted invoice including all required backup (including lien waivers as required by Owner). Payments on account of Vendor’s Additional Work shall be made monthly upon presentation and approval of Vendor’s statement of Additional Work rendered with all backup required by Owner to substantiate the charges.

3.4 Retainage. Owner will retain the maximum amount permitted by law from all payments of the Contract Sum otherwise due and payable.

3.5 Compensation Prior to Execution of the Agreement. Compensation for Work under this Agreement rendered by Vendor and provided through a letter of intent or other informal agreement prior to the execution of this Agreement for which Vendor is to be compensated under this Agreement shall be credited as payment for Work rendered under this Agreement. Work of the Vendor prior to the Effective Date shall be governed by the terms of this Agreement.

3.6 Vendor's Accounting Records. Records of Vendor's hours for all those performed on an hourly basis on this Project shall be kept in accordance with generally accepted accounting principles, which principles shall be consistently applied. The foregoing records shall be available to Owner or its authorized representatives for inspection and copying upon reasonable notice and during regular business hours during the term of this Agreement and for three (3) years after the date of Final Completion of the Project. Owner or Owner's authorized representatives shall have the right to conduct an audit or review of Vendor's accounting and financial records, relating to work performed on an hourly basis and invoices tendered for Work on the Project.

3.7 Payments by Vendor. Vendor shall pay promptly when due its labor payrolls and sums from time to time owed by it to its subcontractors, equipment suppliers, materialmen, unions, taxing authorities (including, as applicable, all sales and use taxes) and other governmental entities. If Vendor does not pay the same as required in this Agreement, then Owner may, with notice to Vendor, pay the same and charge the same, together with expenses incurred by Owner, to Vendor.

3.8 Prevailing Wage. The prevailing wage shall be paid to laborers and mechanics as required in Ohio Revised Code Chapter 4115 et seq. 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. Every subcontractor, as soon as Work begins under its subcontract, shall furnish to the Project's prevailing wage coordinator a schedule of dates during the life of the contract on which wages will be paid to employees performing Work. The Vendor shall also deliver to the Project's prevailing wage coordinator one (1) certified copy of the payroll of the Project within two (2) weeks after the initial pay date. Supplemental reports shall be made monthly thereafter and shall be attached to each monthly pay application. Each monthly report shall state the period covered and exhibit for each employee paid on the Project, his/her name, current address, Social Security number, number of hours worked each day on the Project during the reporting period, the total hours worked each week on the Project, as well as the total work on other projects, the hourly rate of pay, the job classification, fringe payments, all deductions from wages and net pay. Each report shall also have a certification executed by the Vendor, subcontractor, or duly appointed agent thereof. It shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by Ohio Revised Code Chapter 4115 et seq. It shall also state the name of the union or plan to which the withheld or unpaid fringes are to be paid. The first report shall also list each fringe and state if it is paid as cash to the employee or to a named plan. The Vendor shall be responsible, as part of each pay application, for the submission of copies of payrolls of all subcontractors.

3.9 Project Labor Agreement. Vendor shall coordinate with the Design-Builder to join the Project labor Agreement with the Cleveland Construction and Building Trades Council, as applicable.

3.10 No Waiver. No payment, either partial or final, made under this Agreement, shall be construed to be an acceptance of defective work or improper materials or a waiver of any right of Owner hereunder, and no partial payment shall be evidence of performance, in whole or in part, of this Agreement or any of Vendor's obligations hereunder.

#### ARTICLE 4 DELAYS IN PERFORMANCE

Neither Owner nor Vendor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

#### ARTICLE 5 INSURANCE AND INDEMNIFICATION

5.1 Insurance. The Vendor shall comply with the insurance requirements set forth in Exhibit B and shall carry and maintain, at its own cost, all necessary liability insurance, which shall include, at a minimum, the limits and requirements set forth on Exhibit B attached hereto and made part hereof during the term of this Agreement.

##### 5.2 Indemnification.

5.2.1 Indemnity – Generally. To the fullest extent not prohibited by law, for claims resulting from non-professional design services, Vendor shall defend, indemnify and hold harmless Owner and the respective officers, directors, employees, partners, joint venture partners, affiliates, and agents ("Indemnitees") against any losses, liabilities, damages, claims, settlements, litigation awards, suits, actions, proceedings, subrogation, costs, and expenses including court costs and attorneys' fees in connection with the Agreement including (a) death, injury or damages to any person or property; (b) actual or alleged infringement, direct or contributory, of Intellectual Property rights defined in Article 6; (c) the Work of Vendor or Vendor's subcontractors; or (d) any penalties or fines levied or assessed for violation of any Applicable Law arising out of Vendor's or subcontractor's performance of the Work.

On receipt of notification, Vendor shall assume responsibility for the defense of any claims, suits, actions, or proceedings for which Vendor shall indemnify Owner. Owner has the right to be represented and participate through its own counsel in the defense and resolution of any indemnification matters. Vendor may not settle or otherwise dispose of any such indemnified claims, suits, actions or proceedings without the prior written approval of Owner.

5.2.2 Indemnification – Professional Negligence. For claims and damages resulting from the provision of professional design services, Vendor agrees to indemnify and hold the Indemnitees harmless from and against losses, damages and liabilities (including reasonable attorneys' fees) to the extent caused by Vendor's or Vendor's subcontractor's failure to perform all or any portion of the Work required hereunder in accordance with the Standard of Care.

5.2.3 To the fullest extent not prohibited by law, Vendor shall and does agree to indemnify, protect, defend and hold the Indemnitees and their respective affiliates harmless from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including reasonable attorneys' and other professionals' fees and other costs of defense of any nature, kind or description that result from any claimed infringement of any copyright, patent or other proprietary or intangible property right by Vendor, anyone directly or indirectly employed by Vendor or anyone for whose acts Vendor may be liable.

5.2.4 Vendor shall cause each agreement between it and any of Vendor's subcontractors to contain indemnification provisions for the benefit of Owner in the form contained in this Article 5.

5.2.5 Vendor acknowledges that as an Ohio political subdivision, the Owner does not indemnify any person or entity, and agrees that no provision of this Agreement or any other contract or agreement between Vendor and the Owner may be interpreted to obligate the Owner to indemnify or defend Vendor or any other party.

## ARTICLE 6 OWNERSHIP OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 Ownership. Vendor's common law, statutory and other reserved rights (including copyrights) in all work product of Vendor relating to the performance of Work under this Agreement, including drawings, specifications, preliminary plans, models, renderings and other documents prepared by Vendor or its subcontractors, whether hard copy or on electronic media (collectively, the "Work Product") shall be the property of Owner. Provided however, Vendor shall retain rights to continue to use its preexisting standard design details and preexisting standard project specifications for other projects, so long as Vendor does not utilize any unique designs, concepts or details developed specifically for the Project on other projects. Upon any termination of this Agreement and the payment of all undisputed amounts for Work properly performed by Vendor, all such Work Product shall be delivered to Owner within ten (10) days of such termination and payment. Except in connection with the further development of the site, the operation and maintenance of the site, and/or the ownership of the site, the Vendor shall not be liable to the Owner or Owner arising out of the Owner's or Owner's reuse or modifications to Work Product unless authorized in writing by the Vendor, which authorization shall not be unreasonably withheld, conditioned or delayed.

6.2 Authorship. Vendor represents that the Work Product (except to the extent that authorized subcontractors have been used) is Vendor's own original work and that, in any event, its use in connection with the Project shall not infringe the rights of any third party. Vendor agrees on request at any time and following reasonable prior written notice to give to Owner, or those

authorized by Owner, access to the Work Product and to provide copies (including copy negatives and CAD files) of the Work Product. Vendor shall not grant to any third party the right to use any of the Work Product. Vendor shall ensure that all royalties, fees or similar expenses in respect of all intellectual property used in connection with the Project have been paid and are included in the fee.

6.3 Survival. The provisions of this Article 6 shall survive the termination of this Agreement.

## ARTICLE 7 TERMINATION

7.1 Termination By Either Party. This Agreement may be terminated by either Party upon not less than fourteen (14) days' prior written notice should the other Party fail to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination and the defaulting Party fails to cure or remedy such failure within such fourteen (14)-day period. Any notice of default sent by a Party shall state with reasonable detail the basis for the claimed default or failure of performance. In addition, Owner shall have the right to terminate this Agreement if: (i) Vendor makes a general assignment for the benefits of its creditors, (ii) a receiver is appointed on account of the insolvency of the Vendor, or (iii) if Vendor otherwise files for bankruptcy. Any of the circumstances stated in this Section 7.1 shall be considered reasons sufficient to terminate Vendor for default. The foregoing right to terminate shall be in addition to all other rights and remedies available under law or in equity.

7.2 Termination For Convenience. This Agreement may be terminated by Owner without cause and for its convenience upon not less than fourteen (14) days' written notice to Vendor.

7.3 Suspension. Owner shall have the right, at any time, to suspend the Project upon written notice to Vendor. If the Project is suspended by Owner for more than ninety (90) consecutive days, Vendor shall be compensated for Work performed prior to Vendor's receipt of written notice of suspension from Owner. When the Project is resumed, Vendor's compensation shall be equitably adjusted to provide for reasonable expenses incurred in the interruption and resumption of Vendor's Work. Such expenses shall include only direct costs incurred in shutting down the Project and resumption thereof to the extent such expenses would not have been incurred had the Project not been suspended.

7.4 Compensation For Termination. In the event of termination not the fault of Vendor, Vendor shall be compensated for Work performed in accordance with this Agreement prior to termination but not for lost or anticipated profits on the portion of the Work that was not performed. In the event of termination for default, Vendor shall be compensated for Work performed prior to termination. However, Vendor shall be responsible for all reasonable and actually incurred costs and damages suffered by Owner as a result of such termination for default (including without limitation any increased costs to complete Vendor's Work, but excluding any betterment to the Project), subject to the waiver of consequential damages set forth in this Agreement. To the extent such costs or damages have been incurred by Owner as of the date of termination, then such amounts may be offset against final amounts due to Vendor, subject to Owner providing reasonable documentation to support the set-off amounts, and subject to Vendor's right to dispute Owner's



set-off, pursuant to the dispute resolution provisions of this Agreement. In all events, Owner shall not be responsible for Vendor's lost or anticipated profit on the terminated portion of the Work.

7.5 Work Product. All Work Product produced or developed for the Project shall be furnished to and become the property of the Owner upon termination and payment to Vendor in accordance with Section 7.4.

#### ARTICLE 8 GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed and construed in accordance with the laws of Ohio. Any dispute or claim arising out of or related to this Agreement or the breach thereof shall be settled by litigation in the county where the Project is located. However, if so requested by either Party, the Owner and the Vendor agree to submit any dispute between the Owner and Vendor to nonbinding mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association to be conducted in the county where the Project is located. The Parties agree that any mediation so requested by either Party, (or any litigation or other dispute resolution proceeding agreed to by the Parties) may include, by consolidation, joinder or other appropriate motion, any additional person or entity not a party to this Agreement, including the architect, construction manager, and any subcontractors or sub-subcontractors on the Project, provided such person or entity is substantially involved in a common question of fact or law arising out of or relating to the same transaction or subject matter involved in such litigation or proceeding.

#### ARTICLE 9 CORRECTION OF WORK/WARRANTIES

9.1 Vendor Correction of Work. The acceptance of the Work by Owner shall not relieve Vendor of its responsibility for defects in material or workmanship. Vendor shall promptly correct Work rejected by Owner, whether or not fabricated, installed or completed, and shall correct any such rejected Work within a period of one (1) year from the date of Final Completion. The provisions of this Article 9 apply to Work done by both subcontractors and direct employees of Vendor.

9.2 Procedure to Correct Work. If defective work becomes apparent within the one (1)-year period, Owner shall provide a copy of the notice to Vendor. Within five (5) days of receipt of the notice, Owner shall visit the Project site with Vendor to determine the extent of the defective work. Vendor shall promptly repair or replace the defective work, including all adjacent work damaged as a result of such defective work or as a result of remedying the defective work. If the defective work is considered by Owner to be an emergency, Owner may require Vendor to visit the Project within one (1) day of receipt of the notice. Vendor shall be fully responsible for the cost of temporary materials, facilities, utilities or equipment required during the repair or replacement of the defective work.

9.3 Owner Correction of Work. If Vendor does not promptly repair or replace defective work, Owner shall repair or replace such defective work and charge the cost thereof to Vendor. Work repaired or replaced by Vendor shall be inspected and accepted by Owner and shall be guaranteed by Vendor (a) in accordance with the applicable manufacturer's warranty or (b) one (1) year from the date of acceptance of the corrective work by Owner, whichever is longer.

9.4 Warranties. Vendor shall assign to Owner all manufacturers' and material suppliers' warranties and agrees to provide all documentation and other certificates to evidence the same on or before final completion of all or any portion of the Work, as the case may be. Vendor shall administer and, to the extent necessary, enforce all such warranties on behalf of Owner.

## ARTICLE 10 MISCELLANEOUS

10.1 Assignment. Owner and Vendor, respectively, bind themselves, their partners, 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. Vendor shall not assign this Agreement without the prior written consent of Owner, or any such assignment shall be void. Owner may assign this Agreement at any time, without the consent of Vendor, to any lender or Project-specific affiliates identified by Owner, so long as such assignees agree to assume Owner's obligations hereunder. Owner may otherwise assign this Agreement at any time with the consent of Vendor, which consent shall not be unreasonably withheld, conditioned or delayed.

10.2 Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or Vendor.

10.3 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.

10.4 Counterparts and Copies of Signatures. This Agreement may be executed in counterparts and may be executed by DocuSign or such other electronic execution program required by Owner. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original. The Parties agree that all documents requiring signatures by the Owner may be executed by electronic means, and that the electronic signatures affixed by the Owner 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 Owner's electronic signature policy.

10.5 Inconsistencies. In the event there are any inconsistencies, conflicts or ambiguities between the terms and provisions of this Agreement and the terms and provisions of any other document, agreement or instrument incorporated herein by reference, the terms and provisions of this Agreement shall control in all respects.

10.6 Headings. The headings and titles to the Articles in this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

10.7 Notices. All notices provided for in this Agreement, including notices of default hereunder and termination of this Agreement, shall be in writing and shall be deemed to have been properly given (a) upon receipt if delivered in person or by a nationally recognized overnight

courier service or sent by electronic facsimile with receipt confirmed (provided a copy is sent the same day by either overnight courier or certified mail) or (b) as of the third business day after being sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

**If to Owner:**

Lake County Board of Commissioner's Office  
105 Main Street, Suite A513, Painesville, Ohio 44077  
Attn: Jason Boyd, Administrator  
Email: Jason.Boyd@lakecountyohio.gov

With copies to:

Project Management Consultants  
3900 Key Center  
127 Public Square  
Cleveland, Ohio 44114  
Attn: Ellis Katz, Director of Project Manager Representative Services

**If to Vendor:**

[INSERT VENDOR'S NAME]  
[INSERT ADDRESS]  
Attn: \_\_\_\_\_

With copies to:

[INSERT NAME]  
[INSERT ADDRESS]  
Attn: \_\_\_\_\_

or such other address as may be furnished in writing by either Party to the other. Either Party may change its address for the purpose of receiving notices under this Agreement by written notice to the other Party in the manner set forth above.

10.8 Survival of Representation and Warranties. The representations, warranties and indemnifications set forth in this Agreement and the exhibits, schedules and other attachments hereto, and in any document, instrument or agreement executed or given in connection herewith, which by their terms are applicable after the term of this Agreement, will survive the expiration or termination of this Agreement.

10.9 Drafting of this Agreement. This Agreement shall be deemed to be drafted by both Parties hereto, and no one Party shall benefit from any claimed ambiguity in this Agreement based on a theory that the other Party drafted this Agreement.

10.10 Waiver of Consequential Damages. Vendor and Owner mutually waive all consequential damages arising out of the Project. This mutual waiver includes, but is not limited

to, (i) damages incurred by the Owner for rental expense and loss of use, income, profit and business, and (ii) damages incurred by Vendor for overhead and compensation of employees, loss of business and reputation, and loss of profit. However, this mutual waiver shall not apply or preclude recovery for: (a) claims, damages, costs or expenses relating to violations of Applicable Law that are in breach of Vendor's obligations hereunder; (b) claims, damages, costs or expenses relating to fraud, gross negligence or willful misconduct; (c) breach of any confidentiality obligations under the Agreement; (d) third party claims covered by indemnity obligations hereunder; or (e) consequential damages covered by Vendor's or its subcontractors' insurance policies.

10.11 Findings and Recovery. Vendor represents and warrants that it is not subject to an "unresolved" finding for recovery under ORC Section 9.24.

10.12 Public Records. All parties hereto acknowledge that Owner is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to public records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the Owner and any and all documents in any format or media. Vendor and the Owner agree that all records and reports that Vendor provides to the Owner pursuant to this Agreement or that the Owner obtains from Vendor pursuant to this Agreement shall be considered public records unless exempted from disclosure pursuant to Ohio's public record laws (including ORC. 149.43, ORC. 1333.61(D) and applicable common law), and that the Owner shall have the right to copy and disclose the same.

10.13 No Future Commitments. Vendor understands, acknowledges and agrees that the Owner has not made any commitment to Vendor or its subconsultants for any future design services for the Project, and nothing in this Agreement shall be construed or interpreted as a promise or commitment to engage Vendor or its subconsultant for any services beyond the Services provided hereunder. However, execution of this contract does not preclude Vendor from responding to future solicitations for design services for the Project.

10.14 No Apparent Authority/Proper Approvals. Vendor recognizes and agrees that no public official or employee of the Owner may be deemed to have apparent authority to bind the Owner to any contractual obligations not properly authorized pursuant to the County Code.

10.15 Annual Appropriations. All of the Owner's obligations under the Agreement are contingent upon the Owner Board of Commissioners appropriating the funds on an annual basis necessary for the continuation of this Agreement in any Agreement year. In the event the funds necessary for the continuation of this Agreement are not appropriated or approved, the Owner will notify Vendor of such occurrence in writing. This Agreement shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Agreement and shall not be considered to be a breach or default on the part of the Owner.

10.15 Entire Agreement. This Agreement and all exhibits attached represent the entire and integrated agreement between Owner and Vendor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by

written instrument signed by both Owner and Vendor.

**[SIGNATURES ON FOLLOWING PAGE]**

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

OWNER:

LAKE COUNTY BOARD OF  
COMMISSIONER'S OFFICE

VENDOR:

[INSERT VENDOR'S NAME]

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**CERTIFICATE OF AVAILABLE FUNDS  
(ORC Section 5705.41)**

The undersigned, Auditor and Chief Fiscal Officer of the Lake County Board of Commissioners, hereby certifies that the amount required to meet the obligations under the contract, obligation, expenditure for the services described in the preceding agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

VENDOR'S PROPOSAL

[*NOTE: Attach Vendor's Proposal.*]



## Exhibit B

### INSURANCE LIMITS AND REQUIREMENTS

1. Vendor's Insurance. Vendor shall procure and maintain, at its own cost, with companies authorized to do business in 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, all necessary insurance outlined herein for coverages at not less than the prescribed minimum liability limits for claims caused or contributed to by Vendor. All insurance will be provided through companies authorized to do business in Ohio and considered acceptable by Owner. Certified copies of all certificates of insurance (and any declarations of insurance and endorsements) evidencing the required insurance will be provided to Owner within five (5) business days of Owner's written request of those copies. The insurance coverages and liability limits to be provided by Vendor shall be as follows:

a. Automobile Liability Insurance. Vendor will maintain Primary Automobile Liability Insurance, covering all owned, non-owned, hired, leased or borrowed vehicles. Such insurance shall have limits of not less than \$1,000,000 combined single limit and shall name Owner, Indemnitees, and any other entities designated by Owner in writing ("Additional Insured") as an additional insured thereon.

b. Workers' Compensation Insurance. Vendor will maintain Workers' Compensation and Employers' Liability Insurance covering its operations in not less than the following limits: Workers' Compensation- as required by applicable state and federal statutes; Employers' Liability- \$1,000,000 Bodily Injury each Accident; \$1,000,000; Bodily Injury by Disease for Each Employee; and \$1,000,000 Bodily Injury Disease Aggregate. Vendor shall cause, if allowed by law, its Workers' Compensation carrier to waive insurers' right of subrogation with respect to Owner, its partners, parents and affiliated companies.

c. Commercial General Liability Insurance. Vendor will maintain Commercial General Liability Insurance covering all operations by or on behalf of Vendor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use), naming the Additional Insureds as an additional insured thereon. Such insurance shall have not less than the following limits: \$1,000,000 Each Occurrence; and \$2,000,000 Annual Aggregate.

d. Umbrella/Excess Liability. Vendor shall maintain additional coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance in the amount of \$5,000,000 Each Occurrence; and \$5,000,000 General Aggregate. Excess Umbrella Insurance coverage shall be provided on a follow-form basis and Vendor shall be responsible for any gaps between underlying coverage and such excess coverage in the case of Vendor's policies.

e. Valuable Papers. If applicable, Vendor will purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and

other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records related to this Project.

f. Professional Liability. Vendor shall purchase and maintain insurance to protect against claims arising out of the performance of Vendor's professional services caused by any negligent acts, errors, or omissions for which Vendor is legally liable. Such professional liability insurance shall have minimum limits of \$2,000,000 per claim/\$4,000,000 annual aggregate. Vendor shall maintain an insurance program with deductibles or self-insured retention commensurate with industry standards for a corporation of its size and shall be solely responsible for any deductibles or self-insured retention amounts. The Professional Liability Insurance shall have no exclusion for injury to persons or property arising out of the performance of professional services. Vendor shall keep such insurance in effect for a period of not less than five (5) years after the date of completion of its Work for the Project. If such Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date of this Agreement and shall include a supplemental extended reporting period provision. Vendor shall cause each of the subcontractors providing design or engineering Work to maintain separate Professional Liability Insurance to protect against claims arising out of the performance of such Vendor's Work with minimum limits as follows: \$1,000,000 per claim/annual aggregate, unless different minimum limits are approved in writing by Owner which approval shall not be unreasonably withheld.

2. Certificates of Insurance. Vendor shall provide Owner with Certificates of Insurance, completed by a duly authorized representative evidencing that the minimum coverages required of Vendor and its subcontractors herein are in effect and specifying that the liability coverages (except Professional Liability and Employers' Liability) are written on an occurrence form. Owner may prohibit Vendor from performing any Work until such Certificate of Insurance, evidence of insurance and/or required endorsements are received and approved by Owner.

a. None of the required insurance policies may be cancelled or materially modified from the requirements of this Exhibit B without at least thirty (30) days' prior written notice to Owner from Vendor. Vendor shall maintain the required insurance during the performance of this Agreement and for five (5) years after completion of the Work hereunder.

b. Failure of Owner or Owner's Representative to demand such a certificate or other evidence of full compliance with these requirements or failure of Owner or Owner's Representative to identify a deficiency from evidence provided will not be construed as a waiver of Vendor's obligation to maintain such insurance. The acceptance of delivery by Owner or Owner's Representative of any Certificate of Insurance evidencing the required coverages and limits does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown in the Certificates of Insurance comply with the requirements of this Exhibit B.

c. If any of the coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverages will be submitted with Vendor's final invoice.

3. Insurance Primary. All coverages required of Vendor or its subcontractors will be primary over any insurance or self-insurance program carried by Owner.

4. Other Requirements. The foregoing policies (other than the Workers' Compensation and Professional Liability): (a) shall name Owner as additional insured, (b) shall be primary and non-contributory to any insurance (or self-insurance program) carried by Owner, and (c) shall contain a cross-liability endorsement, a severability of interests endorsement and a waiver of subrogation endorsement in favor of Owner.

5. Waiver of Subrogation. Owner and Vendor (and Vendor shall require that all subcontractors) waive all rights against (1) each other and each other's consultants, vendors, contractors, subcontractors, agents, officers, directors, shareholders and employees; (2) the construction manager and its subcontractors, and separate contractors, if any, and their subcontractors, sub-subcontractors, agents and employees; (3) the architect and its consultants, and (4) any other person or entity using or occupying any portion of the Project with Owner's knowledge and consent for damages caused by fire or other perils but only to the extent actually paid by insurance obtained pursuant to the Construction Agreement or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The Owner or Vendor, as appropriate, shall require of the architect, construction manager, separate contractors, and subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this Exhibit B.

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

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

**Exhibit C**

KEY PERSONNEL AND SUBCONTRACTORS

*[NOTE: Attach Vendor's list of key personnel and subcontractors, as approved by Owner.]*

**Exhibit D**

SCHEDULE

*[NOTE: Attach Owner's Schedule containing milestone dates for the Work.]*

**Exhibit E**

CRITERIA DESIGN DOCUMENTS

[*NOTE: Attach Owner's criteria design documents (if applicable).*]

**Exhibit F**

SCHEDULE OF VALUES

*[NOTE: Attach Vendor's Schedule of Values.]*