

**OPPORTUNITIES FOR OHIOANS WITH DISABILITIES AGENCY
CONTRACT AND AGREEMENT**

THIS CONTRACT AND AGREEMENT ("Agreement") consists of the attached Standard Terms and Conditions, the Exhibit [A] Scope of Services and Additional Terms, and all other attachments, which, in consideration of the mutual promises, covenants, and agreements set forth herein, is made and entered into by and between the **Opportunities for Ohioans with Disabilities Agency**, (hereinafter "OOD") and **Premier Construction and Design** (hereinafter "Contractor"). The Contractor warrants (a) all work on the Project will conform with the requirements of this Agreement, including Exhibit [A] attached to this Agreement; (b) all materials shall be new and of good quality; and (c) all construction shall be completed in a good workmanlike manner and free of defects in materials and workmanship for one (1) year from completion date. Pursuant to Ohio Revised Code ("O.R.C.") Section 3304.15, OOD may enter into agreements with Contractors for the provision of services provided by OOD. All activities under this Agreement shall comply with the Federal Rehabilitation Act of 1973 (29 USC 701, et. seq.) as amended and reauthorized by the Rehabilitation Act Amendments of 1992, the Workforce Investment Act of 1998, and the Workforce Innovation and Opportunity Act of 2014 (Pub.L.113-128), the purpose of which is to assist states in providing services to individuals with disabilities.

Contractor, by signature on this Agreement, hereby certifies and agrees to all the terms and conditions outlined and documents found herewith and will take no action inconsistent with the aforementioned terms and conditions as well as with all applicable federal, state, and local laws, rules, regulations, ordinances and executive orders. Failure to comply with applicable laws, rules, regulations, ordinances and executive orders shall be grounds for termination of this Agreement and may result in the loss of other contracts with the State of Ohio.

This Agreement shall be in effect, unless terminated per the appropriate section of the terms and conditions, from **September 19, 2022** through **June 30, 2023**. In no event shall this Agreement be construed to financially obligate OOD beyond the current biennium. If OOD chooses to renew this Agreement on the same terms and conditions beyond any current biennium, OOD shall provide written notice of such renewal to Contractor prior to expiration. If this Agreement is not renewed, OOD shall pay all proper invoices received prior to termination or any proper invoice received by OOD after termination for services rendered prior to termination. This Agreement is not binding upon the parties unless fully executed.

COMPENSATION FOR SERVICES:

- I. OOD shall pay Contractor for services rendered not to exceed a total amount of **\$811,756.00**. All proper invoices submitted by Contractor shall be paid within 30 days of receipt.
- II. Where applicable, the total amount due was computed according to an approved budget which may be attached. Contractor may request changes to the approved budget that does not change the total award amount, by submitting a written request to OOD. If OOD approves a requested change to the budget, OOD shall notify the Contractor in writing at which time Contractor shall comply with the authorized and approved change. Any changes to a budget that would increase the total award amount shall only be approved via a written amendment signed and authorized by both parties to this Agreement.
- III. Contractor shall submit the twenty-five (25%) deposit invoice for compensation with a description of services to be performed upon execution of this Agreement. The parties understand, Contractor will not begin services until the deposit invoice is paid in full. After the deposit invoice, the Contractor shall submit invoices for compensation monthly, with a description of services performed, and no later than thirty (30) days following completion of the services described in the attached Exhibit [A]. The invoice, where applicable, shall include documentation of services performed (e.g., identified service provided, hours, etc.) during the invoiced period. In all circumstances, compensation shall only be paid for actual services and/or expenses incurred, as authorized and described in the attached Exhibit [A] and/or attached budget, the sum of which shall not exceed the total contract amount. Receipts may be required for reimbursement; however, original receipts shall be retained by the Contractor for audit purposes and provided to OOD on request. Upon request from OOD, Contractor shall submit a final fiscal report no later than 90 days after the end of the contract period, along with the return of any actual costs which cannot be properly documented.
- IV. On receipt and approval of the invoice by OOD, a voucher for payment shall be processed. Contractor agrees to execute all necessary forms and documents to be paid by electronic fund transfer as a vendor in accordance with all procedures of the Ohio Department of Administrative Services (hereinafter "DAS"). Pursuant to Rule 3304-1-13 of the Ohio Administrative Code, when OOD purchases a good or service from the Contractor, the Contractor shall submit the bill to OOD within ninety (90) days of OOD's acceptance of the good or service or within ninety (90) days of the date OOD becomes aware of a bill being due. If the Contractor cannot submit the bill within ninety (90) days, the Contractor may request an extension indicating the reason for needing an extension and the amount of time needed. The request for an extension must be made in writing to the OOD Executive Director at least thirty (30) days before the bill is due. If the bill is not submitted to OOD within ninety (90) days of acceptance of the good or service, or if a written extension is not requested, OOD in its discretion may not pay the bill. When OOD asks the Contractor to bill a third-party before billing OOD, the Contractor shall submit the bill within ninety (90) days of receiving payment from the third-party.
- V. All financial obligations of OOD under this Agreement are subject to the appropriation of sufficient funds by the Ohio General Assembly and or the United States Congress. If, at any time, sufficient funds are not appropriated or available to continue funding the payments due under this Agreement, the Agreement will be terminated on the date the available appropriation expires without any further obligations by OOD.

OPPORTUNITIES FOR OHIOANS WITH DISABILITIES AGENCY
CONTRACT AND AGREEMENT

STANDARD TERMS AND CONDITIONS

1. **DAS OR CONTROLLING BOARD APPROVAL:** If DAS or Controlling Board approval is required, this Agreement shall not be valid and enforceable until appropriate approvals are received.
2. **CERTIFICATE OF AVAILABLE FUNDS:** The parties expressly understand and agree that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code (O.R.C.), including, but not limited to, O.R.C. 126.07, have been complied with, and until such time as all necessary funds are encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that OOD gives Contractor written notice that such funds have been made available to OOD by OOD's funding source.
3. **NATURE OF CONTRACT AND RELATIONSHIP OF PARTIES:**

- a. The parties fully understand and agree that the Contractor is an independent contractor and is not an agent, servant, or employee of OOD or the State of Ohio. Neither Contractor nor its personnel, nor any subcontractor, shall at any time, or for any purpose, be considered as agents, servants, or employees of OOD or the State of Ohio as a result of any work performed under this Agreement. Contractor acknowledges and agrees any individual providing personal services under this Agreement is not a public employee for purposes of O.R.C. Chapter 145. OOD shall not hire, supervise, or pay any assistants to Contractor in its performance under this Agreement. OOD reserves the right (i) to determine and modify the delivery schedule for the services and (ii) to evaluate the quality of the services; however, OOD may not and will not control the means or manner of the Contractor's performance.

Contractor shall be responsible for all of Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. The Contractor must receive OOD written approval prior to entering into any subcontract or joint venture for the delivery of services required by this Agreement, however, OOD has agreed to the subcontractors listed in the Exhibits to this Agreement. If the Contractor enters into any agreement with a subcontractor, the Contractor is responsible for all actions or omissions by the subcontractor in the delivery of services under this Agreement. The Contractor shall, for each subcontract authorized by OOD, require its subcontractor(s) to agree and be bound to the same terms of this Agreement and shall not agree to terms inconsistent with, or at variance from, this Agreement. The individual signing on behalf of the Contractor hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that the Contractor is an independent contractor.

- b. Throughout the term of this Agreement, the Contractor shall upon specific request provide OOD with copies of all current professional licensure, certification, and/or accreditation, including any renewal or re-issuance thereof, for any employee or subcontractor, providing services under this Agreement.
 - c. Except as expressly provided herein, the parties shall not have the right to bind or obligate the other party in any manner without the prior written consent of the other party.
 - d. OOD may, from time to time, communicate specific reasonable instructions and requests to Contractor concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable time after receipt of instructions, Contractor shall comply with such instructions and fulfill such requests to OOD's satisfaction. The management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with the Contractor. OOD retains the right to ensure that Contractor's work is in conformity with the terms and conditions of this Agreement.
4. **NONDISCRIMINATION IN EMPLOYMENT:**
 - a. In accordance with O.R.C. Section 125.111(B) and, where applicable, Executive Order 2019-05D the Contractor shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in O.R.C. 122.71(E)(1). Annually, the Contractor shall file a description of the affirmative action program and a

progress report with the equal employment opportunity office of DAS. The Contractor has an option to adopt the state of Ohio's equal employment opportunity (EEO) policy statement and affirmative action program (AAP) or; develop and submit the contractor's EEO policy statement and AAP. The Contractor, and any person acting on behalf of the Contractor or subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, disability or military status as defined in O.R.C. 4112.01, genetic information, sexual orientation, gender, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. **Contractor further represents and warrants that it has provided or will provide verification of such to OOD prior to execution of this Agreement and annually thereafter for the term of the contract.** Contractors may reference additional information and submit their affirmative action program description online at: <https://das.ohio.gov/Divisions/Equal-Opportunity/Affirmative-Action-Program-Verificationhttp://www.das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionEqualEmploymentOpportunity/tabid/178/Default.aspx>

- b. Contractor further agrees that Contractor or subcontractor, and any person acting on behalf of Contractor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability, or military status as defined in O.R.C. 4112.01, genetic information, sexual orientation, gender, national origin, or ancestry.
 - c. Contractor agrees to comply with E.O. 11246, "Equal Employment Opportunity, as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Contractor agrees to comply with Title VI and Title VII of the Civil Rights Act of 1964, Equal Pay Act of 1962, Age Discrimination in Employment Act of 1967, Title IX of Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, Title I and Title V of the Americans with Disabilities Act of 1990, Fair Housing Act, Fair Credit Reporting Act, Equal Educational Opportunities Act, and the Uniform Relocation Act, as may be applicable.
 - d. Contractor and or subcontractor(s) agree to purchase goods and services related to this Agreement, if any, from certified MBE and EDGE vendors whenever feasible. Additional Information and vendor listings are available at: <https://das.ohio.gov/Divisions/Equal-Opportunity>
5. **TAXES:** The Contractor affirms that it is not delinquent in the payment of any applicable federal, state, and local taxes and agrees to comply with all applicable Federal, State, and Local laws in the performance of the work hereunder. The Contractor accepts full responsibility for payment of all taxes, including and without limitation, unemployment compensation, insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the Contractor in the performance of the work authorized by this Agreement. The Contractor must provide workers compensation for their employees and submit proof upon request. OOD and the State of Ohio shall not be liable for any taxes under this Agreement. Additionally, as a state agency, OOD is exempt from state, county, and transit sales taxes for services and goods supplied to and billed directly to OOD.
6. **CONTROLLING LAW:** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and venue for any action or proceeding concerning the Agreement and/or performance thereunder will be exclusively with the appropriate Ohio court.
7. **TRADE:** Pursuant to O.R.C. 9.76(B), the Contractor warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.
8. **COMPLIANCE WITH LAWS:**
- a. Contractor, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, executive orders, and ordinances.
 - b. The Contractor shall meet State of Ohio requirements for certification, licensure, and registration where applicable. Contractor shall be required to provide proof of such certification, licensure, and registration and to provide any renewal certification, licensure, and registration.
 - c. The parties expressly understand and agree that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of O.R.C. 3517.13, Failure to File Statements; O.R.C. 127.16, Purchasing by Competitive Selection; or O.R.C. Chapter 102, Public Officers-Ethics.

9. TERMINATION OF CONTRACTOR'S SERVICES:

- a. Prior to the expiration of this Agreement, either party may suspend or terminate the Agreement, without cause, by providing written notice to the other party not less than thirty (30) days prior to the termination date. Either party may suspend or terminate the Agreement immediately, with cause, by giving written notice to the other party. Contractor, upon receipt of notice of suspension or termination, shall cease work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, and take all necessary or appropriate steps to limit disbursements and minimize costs. Provided the termination request is not by OOD, then if requested by OOD, Contractor shall furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under the Agreement, including, without limitation, results, conclusions resulting therefrom, and any other matters OOD requires and shall deliver to OOD all work products and documents, which have been specifically prepared for OOD by Contractor in the course of providing services under the Agreement. All such material shall become and remain the property of OOD, to be used in such manner and for such purposes as OOD may choose. Contractor shall only be paid for services rendered up to the date Contractor received notice of termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services performed and hours worked. In the event of termination, any payments made by OOD for which Contractor has not rendered services shall be refunded within thirty (30) days of termination or suspension of the Agreement. Contractor agrees Contractor shall make no claim for, additional compensation against OOD by reason of such suspension or termination, unless entitled as a matter of law.
- b. In the event of termination of this Agreement, the provisions concerning confidentiality in Article 12 shall remain binding on the Contractor.
- c. Other than as outlined herein, termination pursuant to this Article will relieve either party of further obligation under this Agreement. In no event will OOD be obligated to pay for any services not actually performed by the Contractor.

10. FORCE MAJEURE (EXCUSABLE DELAY):

- a. Neither party will be liable for any delay in its performance that arises from causes beyond its or its subcontractor's control and without its or its subcontractor's negligence or fault. The term "force majeure event" includes without limitation, the following: Acts of God, such as pestilence, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, severe weather. Additional circumstances and events include epidemics, pandemics, explosions, restraining of government and people, war, strikes, and other similar events or causes.
- b. If OOD or the Contractor cannot perform any part of its obligations under this Agreement because of force majeure, that party is excused from those obligations, to the extent that performance is prevented by the force majeure event and that party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure. If there is only a delay in performance, such delay may extend only for that time lost because of the force majeure event. At any time, a party is unable to perform those above referenced obligations, it must also do the following:
 - i. Promptly notify the other party, in writing, of any material delay in performance due to a specified force majeure event;
 - ii. Provide detailed information of the force majeure event;
 - iii. Provide a proposed revised performance date to make up for performance delays due to the force majeure event. When applicable, the revised schedule must provide for performance time not to exceed the time lost as a result of the force majeure event.

11. RECORD KEEPING AND AUDITS:

- a. During the performance of this Agreement and for a period of five (5) years after its completion, Contractor agrees to maintain a proper system of accounting and auditable records, in a manner consistent with generally accepted accounting principles, to account for the expenditure of all funds provided by this agreement, including any and all direct and indirect costs expended, and to make these records available for review upon request by OOD representatives at all reasonable times. OOD reserves the right to inspect and audit any and all pertinent records, as determined by OOD, relative to this Agreement.
- b. The Contractor agrees to be responsible for the costs of any audit in which the State Auditor determines the Contractor violated, in any material respect, any provision of federal, state or local law. Nonetheless, Contractor may appeal the State Auditor determination of the same, and if reversed or vacated, Contractor shall not be responsible for costs.

12. CONFIDENTIALITY:

- a. Contractor shall not discuss or disclose any confidential consumer information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the individual, applicant, or former participant. Contractor shall comply with the confidentiality provisions defined and outlined in O.R.C. 3304.21, O.A.C. 3304-2-63, 34 C.F.R. 361.38, Attorney General Opinion 76-049, and as otherwise required pursuant to state and federal law.
- b. Contractor shall safeguard confidential individual information for which they have the authority to access by ensuring that the data is secure. The measures to secure the information include, but are not limited to, password protection, locked cabinet drawers, locked offices, etc. Contractor is responsible for securing all computers (i.e. Antivirus, Microsoft patches, etc.) and encrypting any mobile devices (i.e. laptops, tablets, smartphones, etc.) that may contain individual's information. Any unauthorized access or inappropriate release or use of confidential information shall be reported immediately to the OOD Chief Legal Counsel. Unauthorized access, release or misuse of confidential consumer information could result in termination of this agreement for cause and possible criminal charges per state law.
- c. In the event of an appeal and/or other complaint is filed with OOD by an applicant, individual or former participant for OOD services, the Contractor agrees to make staff and records available to OOD for its review, investigation, response and/or defense of the appeal and/or complaint.

13. SECURITY & SAFETY RULES: When using or possessing State of Ohio data or accessing State of Ohio networks and systems, the Contractor, its employees, subcontractors and agents must comply with all applicable State of Ohio rules, policies, and regulations regarding State of Ohio-provided IT resources, data security, integrity. When utilizing any property owned or controlled by the State of Ohio, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.

14. LIABILITY:

- a. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, punitive damages, or lost profits. Other than the warranty provided in Section 3(a), Contractor excludes all other warranties, express or implied, including fitness for a particular purpose and DISCLAIMS all and every other kind of warranty.
- a. Each party shall accept and be responsible for its own acts or omissions, as well as those of its employees discharging its obligations under this Agreement. Nothing in this Agreement shall be interpreted or construed to place any responsibility for acts or omissions of one party or its employees onto the other party. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- b. On request by OOD or if stated in Exhibit [A], Contractor, at its own cost, agrees to procure and continue in force at all times that this Agreement is in effect, in its name, general liability insurance against any and all claims for injuries to persons or damage to property occurring or arising out of Contractor's obligations set forth herein. Such insurance shall at all times be in an amount of Five Hundred Thousand Dollars (\$500,000) on account of bodily injury to or death of one (1) person, and One Million Dollars (\$1,000,000) on account of bodily injuries or death of more than one person as a result of any one incident or disaster, and Two Hundred Fifty Thousand Dollars (\$250,000) for property damage in any one accident. Such insurance shall be written by a company or companies authorized to engage in the business of general liability insurance in the State of Ohio with an A.M. Best rating of at least "A" or be otherwise approved in writing by OOD. A certificate reflecting the continuing coverage of all such policies procured by Contractor in compliance herewith shall be delivered to OOD at least thirty (30) days prior to the time such insurance is required to be carried by Contractor, and thereafter at least thirty (30) days prior to the expiration of any policies. Such insurance shall name OOD and the State of Ohio as additional insureds. Such policies shall bear an endorsement stating that the insurer agrees to notify OOD not less than thirty (30) days in advance of any proposed modification or cancellation of any such policy.

15. CONFLICTS OF INTEREST AND ETHICS COMPLIANCE:

- a. No personnel of Contractor, subcontractor or any person acting on behalf of Contractor or a subcontractor shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions related to this Agreement.
- b. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose

the individual's interest to OOD Chief Legal Counsel in writing. Thereafter, the individual shall not participate in any action affecting the work under this Agreement, unless OOD shall determine in its sole discretion that, in the light of the personal interest disclosed, the individual's participation in any such action would not be contrary to the public interest.

Contractor, by signature on this document, certifies that Contractor: (1) reviewed and understands the Ohio ethics and conflict of interest laws, and (2) will only take action consistent with those laws and any applicable order. Contractor understands that failure to comply with Ohio ethics and conflict of interest laws may be grounds for termination of this Agreement for cause and may result in the loss of other contracts with the State of Ohio. Additional information concerning Ohio ethics laws may be found by accessing the following website at: [http:// www.ethics.ohio.gov](http://www.ethics.ohio.gov)

16. CAMPAIGN CONTRIBUTIONS: Contractor hereby certifies compliance with O.R.C. 3517.13 as applicable. Any violation of O.R.C. 3517.13 by Contractor renders this Agreement void from the start of the Contract.

17. ENTIRE AGREEMENT/WAIVER:

- a. This Agreement, along with any attachments, contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.
- b. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- c. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

18. NOTICES: Except as specifically provided otherwise, all notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the respective addresses on the signature page of this document.

19. SEVERABILITY: The provisions of this Agreement are severable and independent. If any provision of this Agreement is deemed unenforceable by a court of competent jurisdiction in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall, nevertheless, be binding and enforceable.

20. HEADINGS: The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

21. RELATED AGREEMENTS:

- a. The work contemplated in this Agreement is to be performed by Contractor, who may procure without OOD's approval articles, supplies, components, or special mechanical services that do not involve the type of work or services described in Exhibit [A], Scope of Services, but which are required for the Agreement's satisfactory completion.
- b. Contractor shall bind its subcontractor(s), if any, to the terms of this Agreement, so far as applicable to the work of the subcontractor(s), and shall not agree to any provision, which seeks to bind OOD to terms inconsistent with, or at variance from, this Agreement.
- c. Contractor warrants that it has not entered into, nor shall enter into, other agreements, without prior written approval of OOD, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.

22. Contractor shall furnish to OOD a list of any and all subcontractors, if any, that are later added to this Agreement other than the ones referenced in the Exhibits .

23. DRUG FREE WORKPLACE: The Contractor agrees to comply with all applicable Federal, State, and Local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or subcontractors purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way when they are engaged in the work being performed hereunder.

24. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE:

- a. OOD shall have unrestricted authority to reproduce, distribute, and use (in whole or in part) any reports, data, or materials prepared specifically for OOD, by the Contractor, subcontractor or any person acting on behalf of the Contractor. No such documents or other materials produced (in whole or in part) with funds provided to the Contractor by OOD shall be subject to copyright by the Contractor in the United States or any other country.
- b. Contractor agrees that all deliverables hereunder shall be made freely available to the general public to the extent permitted or required by law.
- c. The Contractor is not permitted to use OOD's logo, brand names, taglines, slogans, or other trademarks without appropriate prior written authorization from OOD.

25. FINDINGS FOR RECOVERY: Contractor warrants that it is not subject to an unresolved finding for recovery under O.R.C. 9.24. If this warranty is found to be false, this Agreement is void ab initio and Contractor shall immediately repay to OOD any funds paid under this Agreement.

26. SUSPENSION & DEBARMENT: Contractor represents and warrants that it is not suspended or debarred from consideration for contract awards by the Director of DAS, pursuant to either O.R.C. 153.02 or O.R.C. 125.25 or the United States Department of Education, pursuant to 34 C.F.R. Part 85. If this representation and warranty is found to be false, this Agreement shall be void ab initio and Contractor shall immediately repay to OOD any funds paid under this Agreement.

27. TRAVEL EXPENSES: Contractor expressly understands that except as stated in this Agreement or approved by OOD, under no circumstances will contractor be compensated or reimbursed for any travel outside the State of Ohio in the performance of Contractor's obligations, duties and responsibilities under this Agreement. Any amounts approved by OOD for reimbursement of travel expenses shall be clearly and expressly outlined within the terms of this Agreement and shall not exceed any reimbursement rates authorized by Ohio law or rule of the Ohio Office of Budget and Management (OBM), DAS and/or, where applicable, the United States General Services Administration (GSA).

28. SWEATSHOP FREE REQUIREMENTS: Contractor certifies that all facilities used for the production of any supplies or performance of services offered are in compliance with applicable domestic labor, employment, health and safety, environmental and building laws and are sweatshop free. This certification applies to any and all suppliers and/or subcontractor used by the Contractor in furnishing the supplies or services. If DAS receives a complaint alleging non-compliance with sweatshop free requirements, DAS may enlist the services of an independent monitor to investigate allegations of such non-compliance on the part of the Contractor, any subcontractor or suppliers used by the Contractor in performance of the Agreement. If allegations are proven accurate, the Contractor will be advised by DAS of the next course of action to resolve the complaint and the Contractor will be responsible for any costs associated with the investigation. Items that will be considered in an investigation include, but are not limited to standards for wages, occupational safety and work hours.

29. BIENNIUM AND RENEWAL REQUIREMENTS:

- a. As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than the end of the current biennium. If the completion date of this Agreement goes beyond any current biennium, then at that time OOD may renew the remaining time of this Agreement on the same terms and conditions by giving written notice to Contractor prior to the end of the current biennium, otherwise this Agreement shall terminate at the end of the then current biennium.
- b. At the sole discretion of OOD, this Agreement may be renewed annually under the same terms and conditions applicable to this Agreement for any period of time, up to a maximum of twenty-four (24) additional months, provided that such renewal does not extend beyond the biennium in which the renewal takes place. If OOD chooses to exercise this option of renewal, OOD shall advise the Contractor, in writing, prior to the expiration of the current Agreement.
- c. In accordance with O.R.C. 126.07, any renewal hereunder shall not be valid or enforceable unless and until the Director of OBM first certifies that there is a balance in the appropriation not already obligated to pay existing obligations.

30. CONFLICT OF TERMS: Contractor understands and agrees that if there is a conflict, whether in whole or in part, between any of the terms in this Agreement, including the terms found in Exhibit [A] and any and all other attachments or parts of this Agreement, then OOD shall have sole authority and discretion, which shall not be inconsistent with any established law, to identify which term, or portion of such term, would control and Contractor agrees to follow such determination by OOD.

31. PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES/TERMINATION, SANCTION, DAMAGES:

- a. No State Cabinet Agency, Board or Commission will enter into any agreement to purchase services provided outside of the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights or remedies provided to the State in the Agreement.
- b. Further, no State Agency, Board or Commission, State Educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid to Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.
- c. The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Agreement, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.
- d. If Contractor or any of its subcontractors that Contractor is aware of perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. OOD is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to OOD all funds paid for those services. OOD may also recover from the Contractor all costs associated with any corrective action OOD may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States. OOD may, at any time after the breach, terminate the Agreement, upon written notice to the Contractor. OOD may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.
- e. OOD, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, OOD may buy substitute services from a third-party and recover from the Contractor any costs associated with acquiring those substitute services. Notwithstanding OOD permitting a period of time to cure the breach or the Contractor's cure of the breach, OOD does not waive any of its rights and remedies provided OOD in this Agreement, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

32. SOCIAL MEDIA:

- a. For the purposes of this Agreement, "social media" covers tools and technologies that allow an individual to share communications, postings of information, or participate in social networking, including but not limited to: blogs (e.g., Twitter, Tumblr), social networks (e.g., Facebook, LinkedIn, Google+), video and photo sharing websites (e.g., Instagram, Flickr), online forums and discussion boards, chat rooms and automated data feeds.
- b. Regarding content that is considered confidential, proprietary, or private, the Contractor agrees not to directly or indirectly refer to, publish, post, or release any content, including images, regarding OOD, its employees, contractors, and/or participants.
- c. Regarding content that is not considered confidential, proprietary, or private, the Contractor agrees to always act in a manner that promotes professional decorum, ethics, respect, and online safety and security. Communications on social media that reference, refer to, tag, acknowledge, or otherwise mention OOD, must use the following disclaimer: "The opinions expressed are my own and are not attributable in any way to OOD."
- d. The Contractor is not permitted to speak on behalf of OOD and is not permitted or authorized to speak with the media about the services covered by this Agreement without appropriate written authorization from OOD.

33. SUCCESSORS/ASSIGNMENT/DELEGATION: Except as otherwise provided hereto, neither this Agreement nor any rights, duties, obligations or responsibilities hereunder may be assigned, delegated or transferred, in whole or in part, by Contractor, without the prior written consent of OOD. Any assignment or delegation not consented to may be deemed void by OOD.

34. EXECUTION:

- a. This Agreement is not binding upon the parties unless executed in full.
- b. Contractor explicitly understands that services under this Agreement shall not begin, nor will Contractor be compensated for any of the services hereunder, until Contractor receives from OOD a fully executed copy of this Agreement and, where applicable, a valid purchase order number.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

**OPPORTUNITIES FOR OHIOANS WITH DISABILITIES AGENCY
CONTRACT AND AGREEMENT**

SIGNATURE PAGE

In Witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the dates indicated below their signature(s).

CONTRACTOR:

Jim Parrinello - Vice President

Contractor Name and Title

Premier Construction and Design

Contractor Business Name

34975 W 12 Mile Road

Contractor Address

Farmington Hills, MI 48331

City, State, Zip

OAKS Vendor Identification Number

jim@premierconstruction.com

Contractor Email

BY:



Contractor Signature

8/30/2022

Date

**OPPORTUNITIES FOR OHIOANS WITH
DISABILITIES AGENCY:**

Kevin L. Miller, Executive Director

150 E. Campus View Blvd., Ste. 300

Columbus, Ohio 43235

BY:



Executive Director Signature



09/19/2022

Date

For OOD Use Only

	DD	Fiscal	Legal	AAPV	STD AF&DSC	PEDACKN
Initials			RS/ALB	ALB	ALB	N/A
Date			8.26.22	9.19.22	9.19.22	

REV (DLS) 8.1.2022

EXHIBIT [A]
OPPORTUNITIES FOR OHIOANS WITH DISABILITIES AGENCY
CONTRACT AND AGREEMENT

SCOPE OF SERVICES AND ADDITIONAL TERMS

The following information provides a description of the Scope of Services and any additional terms, duties and obligations required of Contractor in performance of this Agreement with OOD. Contractor understands and agrees that if there is a conflict, whether in whole or in part, between the terms in this Exhibit [A] and any other terms in the attachments or any other part of this Agreement then OOD shall have sole authority and discretion, which shall not be inconsistent with any established law, to identify which term, or portion of such term, would control and Contractor agrees to follow such determination by OOD.

1. Statement of Needs:

- A. OOD is contracting for construction and design services for space leased at 150 East Campus View Blvd. Columbus OH 44325 on the first (1st) and third (3rd) floors.

2. Statement of Services:

- A. Contractor agrees the quotes submitted to Property Owner, Friedman Integrated Real Estate Solutions, Exhibit [B] outline two (2) phases for the construction and design services:
 - I. Phase 1 total = \$686,729.00
 - II. Phase 2 total = \$125,027.00
- B. Contractor agrees to provide the services or utilize approved subcontractor(s) outlined in the quote, Exhibit [B].
- C. Contractor may subcontract with the following listed subcontractor(s) to perform the work and services described in this Exhibit [A] and shall bind its subcontractor(s) to the terms of this Agreement, so far as applicable to the work of the subcontractor and shall not agree to any provision which seeks to bind OOD to terms inconsistent with, or at variance from, this Agreement. Contractor is responsible to monitor the performance of the approved subcontractor.
Approved subcontractor(s) are as follows: Darin Ranker Architects, Brocon Construction Inc., Comfortrol
- D. Contractor acknowledges that quote, Exhibit [B], does include costs that will be the full responsibility of the Property Owner. These costs include, but are not limited to, carpet and paint services.
- E. Contractor and/or approved subcontractor(s) will strive to perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of the same profession currently practicing in the same locality under similar conditions.
- F. Contractor agrees that all workmanship and materials will be unconditionally guaranteed for a period of one (1) year from the completion date.

3. Additional Fiscal and/or Budget Requirements:

- A. Contractor agrees to bill OOD monthly.
- B. Contractor shall cooperate with all billing outlined in this Agreement as well as any additional fiscal requirements and documentation that is mutually agreed to by the parties and specifically authorized by OOD.
- C. Contractor is required to repay any funds expended under the Agreement if it is determined such costs to be unallowable.

4. Education/Training, Licensure/Certification and Experience:

- A. Contractor and/or approved subcontractor(s) shall be bonded and insured and provide proof upon request by OOD.

5. Monitoring, Evaluation and Reporting:

- A. Contractor and OOD will collaborate to ensure all phases are outlined appropriately and approved by OOD prior to commencement of services.
- B. Contractor shall correct any errors or unsatisfactory services at no additional cost to OOD.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Exhibit [B]

August 5, 2022

Mr. David Gimple
Managing Director of Leasing
Friedman Real Estate

RE: Two Crosswoods – State of Ohio – 1st & 3rd Floors – Phase I

Dear Mr. Gimple:

The following is a proposal for construction and design services for the above referenced project. This proposal is based on Brocon Construction Inc's proposal dated August 3rd, 2022 and Darin Ranker Architect's proposals dated June 21st, 2022, including all notes, exclusions, conditions and proposed alternates (attached for reference): This proposal is for the interior renovation for the State of Ohio.

Darin Ranker Architects	\$41,594
Building Permit (Allowance)	\$5,000
Brocon Construction Inc – Phase I	\$459,486
1 st Floor Printer Room HVAC Upgrade (Allowance)	\$125,000
1 st & 3 rd Floor Phase I Carpet & Paint – To be provided by Landlord	\$-
Construction Management Fee	\$31,554

Total Due by Friedman Real Estate (Base Bid):

\$662,634

ACCEPTANCE OF PROPOSAL: The above-stated prices, specifications and conditions are satisfactory and hereby accepted. If the entity requesting this proposal is a corporation, partnership or entity other than an individual or sole proprietor, it is agreed and understood the undersigned is authorized to accept this proposal on behalf of such entity.

By/Date: _____

Title: _____



DARIN RANKER ARCHITECTS

+ INTERIOR DESIGNERS

June 21, 2022

Kristen Buring, AIA, LEED AP
Architect, Director of Space Planning
34975 West Twelve Mile Road
Farmington Hills, MI 48331

Via email: Kristen@premiervonstruction.com

Re: **Proposal for Services**
OOD Tenant Improvements – 1st & 3rd Floors
150 Campus View Boulevard
Columbus, OH 43215

Dear Kristen,

Thank you for considering Darin Ranker Architects + Interior Designers for this project. We are pleased to present to you our proposal for Architectural services for OOD Tenant Improvements at 150 Campus View Boulevard, 1st, and 3rd floors. The scope of work and our fee structure is as follows:

Scope of Work

This proposal is for Architectural Construction and Permitting Document services. The scope of work includes construction documents for 1st floor modifications to existing 15,889 square feet, 1st floor HVAC engineered drawings and 3rd floor modifications to existing 8,857 square foot office space. We shall complete the phases of this project as outlined below:

ARCHITECTURAL SERVICES

Construction and Permitting Documents

We shall provide construction documents based on the scope of work outlined in the approved schematic design provided by OOD. Our architectural drawings will consist of a dimensioned architectural floor plan, wall sections, interior elevations, door schedules, details, and a finishes plan. The drawings will contain enough detail to be suitable for bidding and for submission to the City of Columbus Building and Zoning Department for plan review. We shall coordinate our drawings with the selected general contractor's engineers and shall review all with you for approval prior to permit submittal. Specifications will be provided on the drawings.

Construction Administration

Our scope of work is limited to answering any questions during the bidding phase or resolving any conflicts that may arise in the field during the construction phase and shop drawing review. Additional services requested shall be invoiced at our fee below if you choose. This includes shop drawing review, being available for construction meetings via phone and in person upon request, and all changes made by addendums. If more in depth construction administration services are required, we reserve the right to charge you the below fee if we feel services are not limited to above.



DARIN RANKER ARCHITECTS

+ INTERIOR DESIGNERS

Our 2022 hourly rates are as follows:

Architect	\$200.00 / hour
Senior Project Manager	\$105.00 / hour
Project Manager	\$85.00 / hour
Interior Designer	\$75.00 / hour
Draftsman	\$60.00 / hour
Clerical	\$45.00 / hour

ENGINEERING SERVICES

Design Build

Other than 1st floor HVAC drawing (to be completed by our consulting engineer, Catalyst Engineering), the Mechanical, Electrical, and Plumbing (MEP) construction documents are to be completed through the selected general contractor's engineers. We shall coordinate our drawings with all consultants and shall review all with you for approval prior to permit submittal. Specifications will be provided on the drawings.

REIMBURSABLE EXPENSES

Permitting

We will complete all the required permit applications and shall submit the documents for plan review and approval. Please note that any revisions to the documents requested by the owner after permit submission shall be invoiced separately.

FEE SCHEDULE

Architectural Services

Construction and Permitting Documents	
1 st Floor (15,889 SF x \$1.25)	\$19,861.25
3 rd Floor Office (8,857 SF x \$1.25)	\$11,071.25
1 st Floor HVAC Engineered Drawing	\$10,062.00

Reimbursable Expenses

Permit Submittal	\$400.00
Permit Prepay	Paid by GC
Printing	\$200.00 (Estimated)

EXCLUSIONS

The following is an itemized list of various services that are not included in the base fee proposal.

- The design and preparation of construction drawings for alternates or value engineering purposes are not included in this proposal. Should they be requested by you, compensation for this additional service will be based on our standard hourly billing rates, unless another agreement is arranged for in advance.
- Zoning clearance for signage packages is not included in this proposal. These services are normally provided by the signage contractor.
- Zoning, plan approval and building permit fees are not included in this proposal and will be billed to you as a reimbursable expense without a multiplier.
- Design of communications and security wiring systems



DARIN RANKER ARCHITECTS

+ INTERIOR DESIGNERS

- Design of detailed fire alarm systems shop drawings.
- Design of detailed fire protection systems shop drawings and hydraulic calculations.
- Construction cost estimating is not included in this proposal. The cost of reproduction and courier fees are not included in this proposal and are proposed to be billed to you as a reimbursable expense.
- LEED certification or LEED-related services
- ALTA survey, structural and MEPT Engineering Design Services, a Photometric Plan, LEED, fees associated with any required permits, Value Engineering, fast-track construction and multiple bid packages, full-time field observation, preparation of opinion of probable costs, record drawings, on-site construction management, material testing of any kind (including geotechnical soil testing), and environmental investigations or remediation.
- Structural surveying or structural engineering services.
- Record Drawings documenting contractor or owner requested changes.
- Special inspection and materials testing: The plans examiner, on occasion, will require that the owner provide special inspections for the installation of various building materials. These services are not included in our fee proposal and are typically provided by the selected contractor.
- Additional services, which consist of any services not specifically included in this proposal, may be provided if authorized in writing by you. Compensation for additional services will be based on our standard hourly billing rates unless another agreement is arranged for in advance.

APPROVAL

I thank you for the opportunity to provide this proposal. Please review our scope and let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Ranker', with a circular flourish at the end.

Darin J. Ranker AIA NCARB
Architect / Owner
Darin Ranker Architects + Interior Designers

Approved by
Kristen Buring, AIA, LEED AP
Architect, Director of Space Planning

Date



August 3, 2022

Jim Parrinello
Vice President

Premier Construction and Design
34975 West Twelve Mile Road
Farmington Hills, Michigan 48331

PROJECT: 150 E Campus View – OOD TI – Phase 1 – 1st and 3rd Floors

GENERAL CONDITIONS

- Safety & Security inspections.
- Trash removal and three (3) dumpsters are included
- Temporary protection as needed
- Post construction cleaning is included
- Unloading, handling and storage of all materials and equipment.
- OSHA compliance and reporting.
- General Liability insurance

DEMOLITION

- Demo (315 SF) of existing walls
- Demo (4,128 SF) of existing grid and tile to build new office walls to the deck
- Remove (232 SF) of existing ceiling tile to build interior walls to the grid
- Demo two (2) existing doors, frames, and hardware
- Remove misc. damaged or stained ceiling tile throughout the space

LANDSCAPING

- Provide and install ten (10) Emerald Green Arborvitae for screening of exterior condensing units

CONCRETE

- Excavate, form, and pour one (1) (20' long x 5' wide x 4" thick) equipment pad for two (2) exterior condensing units

DOORS, FRAMES AND HARDWARE

- 1st Floor
 - 1- Provide and install one (1) 3070 HM frame
 - 2- Provide and install three (3) 6070 HM frames
 - 3- Provide and install four (4) prefinished 3070 red oak doors with 24x30 lite kits
 - 4- Provide and install one (1) prefinished 3070 red oak door with a 7x30 lite kit
 - 5- Provide and install two (2) prefinished 3070 red oak door with 161 prep
 - 6- Provide and install all associated door hardware with the doors listed above
 - 7- Hardware includes hinges, two (2) electrified hinges, two (2) electrified locks, two (2) double door mag locks, protective plates, closers, and wall stops

DOORS, FRAMES AND HARDWARE (CONTINUED)

- 3rd Floor
 - 1- Provide and install two (2) 3070 HM frames
 - 2- Provide and install one (1) 6090 HM frame
 - 3- Provide and install one (1) prefinished 3070 red oak door with a 7x30 lite kit
 - 4- Provide and install one (1) prefinished 3070 red oak door with a 24x64 lite kit
 - 5- Provide and install two (2) prefinished 3090 red oak flush doors
 - 6- Provide and install all associated door hardware with the doors listed above

METAL FRAMING AND DRYWALL

- Provide and install (133 LF) of new 3-5/8", 20ga, 16oc metal framing secured to deck, full sound batt insulation, vapor barrier, 1 layer of 5/8" drywall on each side, finished out for final paint. (1st Floor perimeter walls)
- Provide and install (94 LF) of new 3-5/8", 20ga, 24oc metal framing to existing grid height 10'AFF, full sound batt insulation, 1 layer of 5/8" drywall on each side, finished out for final paint. (1st Floor- 3 walls enclosing printing area and new door location at the back of the space)
- Provide and install (40 LF) of new 2-1/2", 20ga, 24oc metal framing furr out to 10'AFF at existing courtyard windows, full sound batt insulation, vapor barrier, 1 layer of 5/8" drywall on exposed interior side only, finished out for final paint. (1st floor)
- Extend (59 LF) of existing walls to the deck with vapor barrier and one (1) layer of 5/8" drywall on each side
- Provide material and labor to install vapor barrier and laminate (59 LF) of existing interior office wall with 1/4" drywall finished for paint
- Provide and install (58 LF) of new 3-5/8", 20ga, 24oc metal framing secured to existing grid, full sound batt insulation, 1 layer of 5/8" drywall on each side, tearaway wall mold at ceiling edge, finished out for final paint. (3rd floor new walls)
- Provide labor to deliver/stock materials, dust tent protection around entire work area, carpet/flooring protection and extra site cleanup. (1st and 3rd floor work)
- Provide material and labor to infill framing, hanging, and finishing for (1) demoed entry door. (1st floor)
- Provide material and labor to cut into existing finished walls prepping framing for (2) new 6070 HMKD double door opening at entry
- Provide and install (400 SF) of black out fabric on existing interior courtyard windows to black out furr out framing visible from courtyard

CEILINGS

- Provide and install (1,124 SF) of new ceiling insulation above shared walls. Includes 2' out from new walls on each side (Notes B and C on 1st and 3rd floors)
- Provide and install (4,028 SF) of new 15/16" ceiling grid and 2x4 flat lay in ceiling tile to match existing
- Provide labor to reinstall salvaged ceiling tile at demo location throughout the space
- Reinstall removed ceiling tile after new walls are built and finished

FIRE PROTECTION

- Installation to meet NFPA 13, light and ordinary hazard
- Relocation of up to (38) sprinkler heads to accommodate new office floor plan
- Sprinkler design and permitting fees are included

PLUMBING

- Tie into existing domestic ¾" waterline in basement ceiling – A 2-hour building shut down will be required for water tie in
- Run a new ¾" copper water line from the basement tie in point through the 1st floor slab, up above the ceiling and over to the new HVAC units
- Install two (2) shut off valves at humidifier locations with ¾" pipe connections
- Insulate all water lines installed for new HVAC units
- Plumbing design and permitting fees are included

HVAC

- 1st Floor
 - 1- Demo existing supply air devices as needed
 - 2- Demo existing return grilles as needed
 - 3- Demo and relocate existing slot diffusers with associated ductwork
 - 4- Provide and install new slot diffusers and reconnect to existing ductwork
 - 5- Provide and install two (2) cooling only VAV boxes with pneumatic controls
 - 6- Provide and install associated ductwork as designed by HVAC contractor
 - 7- Relocate four (4) existing thermostats
 - 3rd Floor
 - 1- Demo existing supply air devices as needed
 - 2- Demo existing return grilles as needed
 - 3- Demo and relocate existing slot diffusers with associated ductwork
 - 4- Provide and install new slot diffusers and reconnect to existing ductwork
 - 5- Provide and install two (2) cooling only VAV boxes with pneumatic controls
 - 6- Provide and install associated ductwork as designed by HVAC contractor
 - 7- Relocate two (2) existing thermostats
 - Printing Room – \$125,000 allowance provided, actual TBD
-
- Air balance by GC's HVAC contractor is included
 - HVAC design and permitting fees are included

ELECTRIC

- 1st Floor
 - 1- Electrical demolition
 - 2- Relocate fifty-three (53) existing 2x4 light fixtures
 - 3- Provide and install nine (9) exit fixtures
 - 4- Provide and install three (3) emergency light fixtures
 - 5- Provide and install three (3) single pole switches
 - 6- Provide and install two (2) 3-way switches

ELECTRIC (CONTINUED)

- 7- Wire eight (8) furniture feeds
 - 8- Provide and install twelve (12) duplex receptacles
 - 9- Provide and install four (4) duplex receptacle cord drops in the printer room
 - 10- Provide and install one (1) NEMA L6-30 receptacle cord drop to printing machine
 - 11- Wire two (2) HVAC split systems with exterior condensing units
 - 12- Provide and install eight (8) voice data rings with pull strings
 - 13- Provide and install seven (7) fire alarm horn/strobe devices
 - 14- Provide one (1) fire alarm connection to the new entrance
 - 3rd Floor
 - 1- Electrical demolition
 - 2- Relocate thirteen (13) existing 2x4 light fixtures
 - 3- Provide and install nine (2) exit fixtures
 - 4- Provide and install one (1) single pole switches
 - 5- Provide and install two (2) 3-way switches
 - 6- Wire sixteen (16) furniture feeds
 - 7- Provide and install seventeen (17) duplex receptacles
 - 8- Provide and install six (6) voice data rings with pull strings
 - 9- Provide and install five (5) fire alarm horn/strobe devices
 - Electrical and fire alarm design and permitting fees are included
-

PRICING TABLE

COST BREAKDOWN		8/3/2022
General Conditions		\$16,250
Project Management		\$28,125
Architectural and Engineering Fees		\$0
Building Permit		\$0
Demolition		\$11,094
Landscaping		\$2,060
Concrete		\$3,900
Doors, Frames and Hardware		\$23,737
Metal Framing and Drywall		\$77,836
Ceilings		\$34,110
Plumbing		\$16,327
Fire Protection		\$15,070
HVAC		\$89,944
Electrical		\$68,198
Sub-total		\$386,651
General Liability Insurance		\$5,186
Overhead / Profit		\$67,649
TOTAL		\$459,486

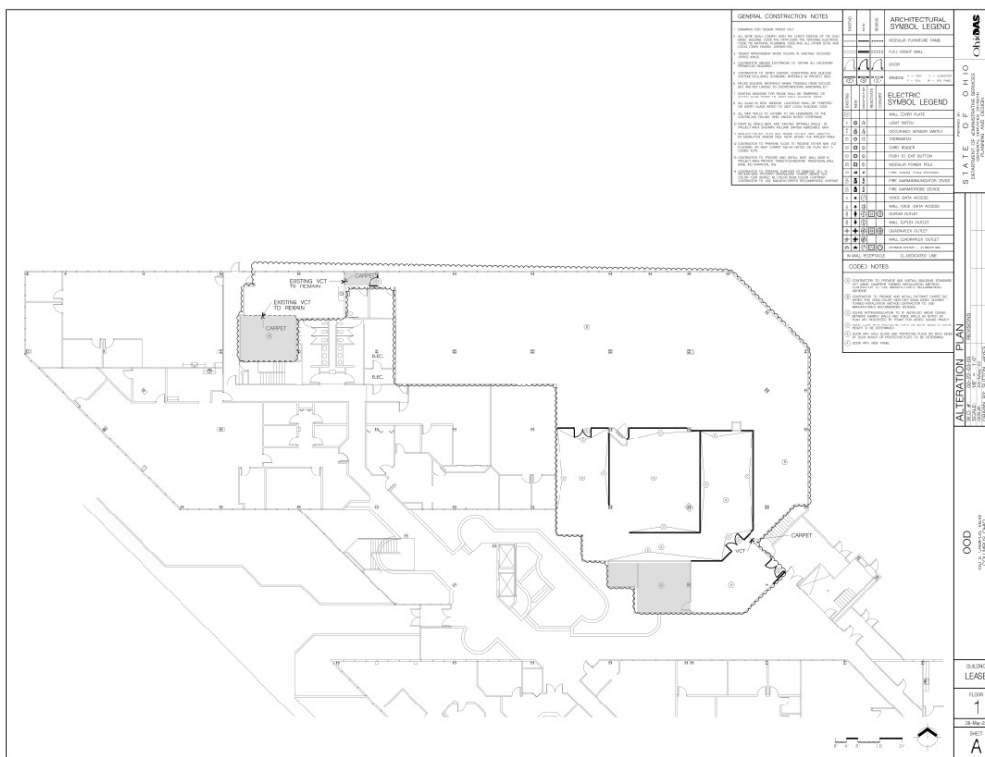
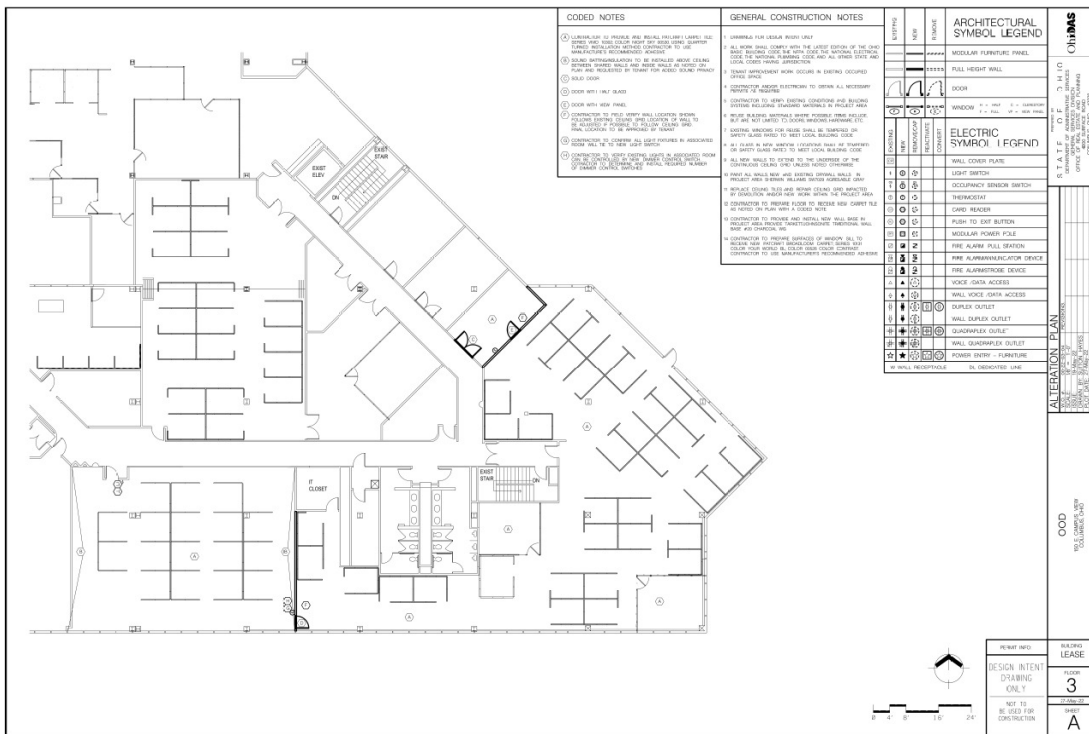
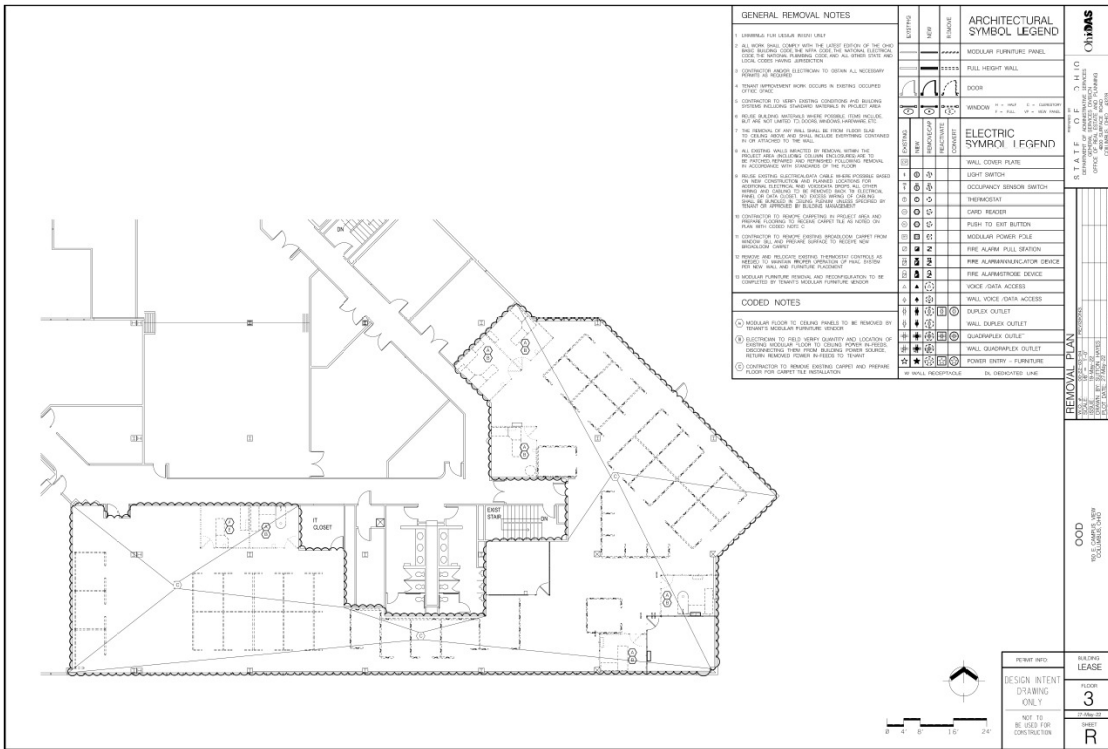
[illegible]

EXHIBIT TO PROPOSAL (3rd FLOOR)



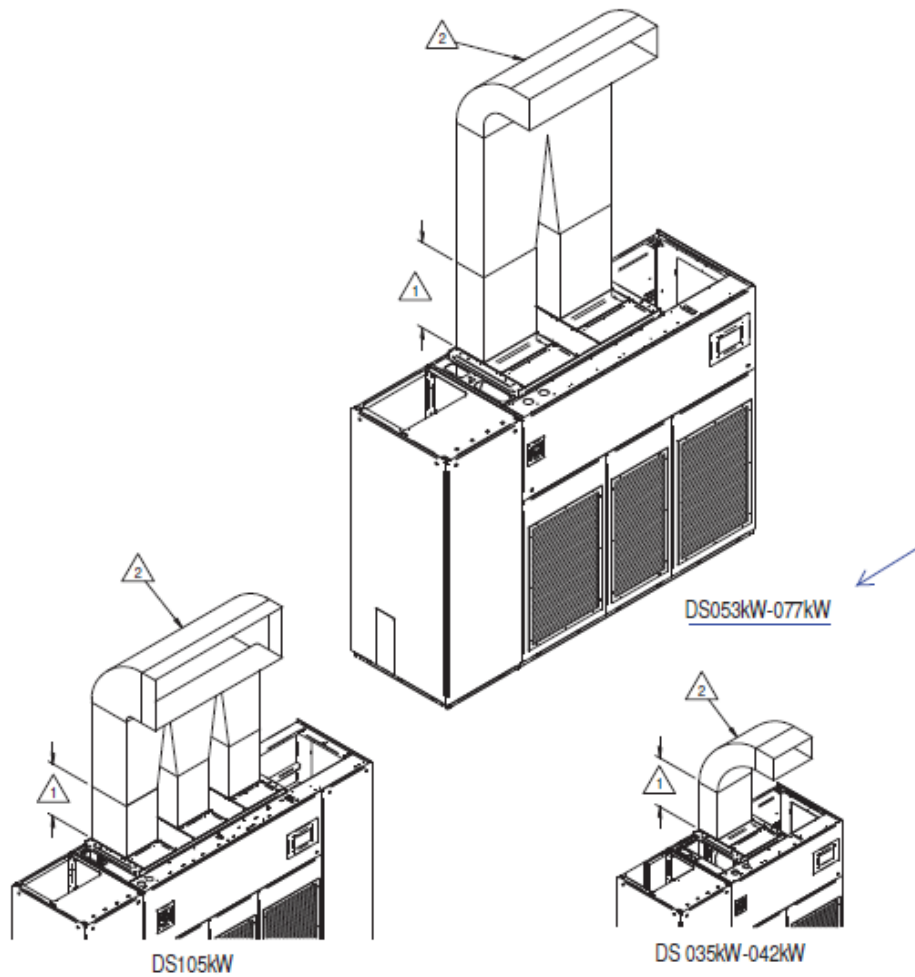
EQUIPMENT SUBMITTAL (INDOOR)

Document generated 26 July 2022 08:39 AM (EST).



LIEBERT DS

UPFLOW DUCTING CONFIGURATIONS



Notes:

1. Straight section of duct off of unit to be 1.5 to 2.5 times to the longest blower dimension.
2. Typical Ducting shown.
3. Follow standard practices on all duct work.

Form No.: DPM00140_REV4

DPN003152
Page : 1 / 1

REV : 3
REV DATE : 7/17

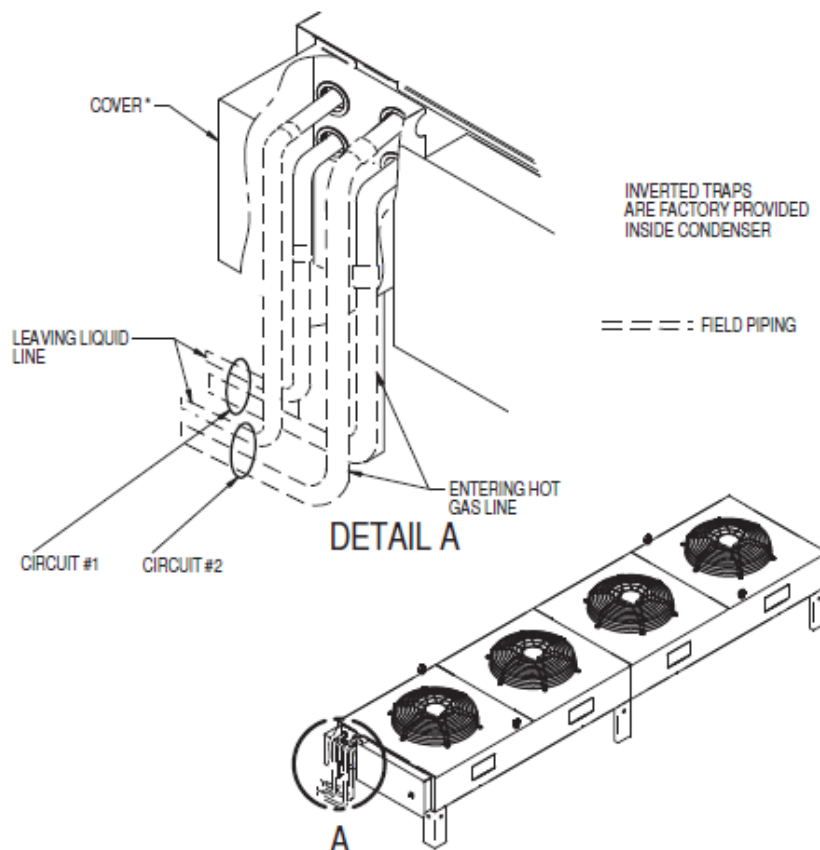
EQUIPMENT SUBMITTAL (OUTDOOR)

Document generated 26 July 2022 08:39 AM (EST).



LIEBERT® MC

PIPING DIMENSIONAL DATA



MODEL NO.	NUMBER OF FANS	CONDENSER CIRCUITS	CONNECTION SIZES ,OD,IN	
			HOT GAS LINE	LIQUID LINE
MCS 056	2	2	7/8	5/8

CONNECTION SIZES ONLY
SEE NEXT PAGE FOR
REFRIGERANT LINE SIZING

* SHIPPING COVER IS NOT NECESSARY FOR PROPER CONDENSER OPERATION AND MAY BE RECYCLED IF FIELD PIPING INTERFERES WITH PROPER REATTACHMENT.

Form No.: DPN002425_REV4

DPN002425
Page :1/1

REV : 7
REV DATE : 11/20

August 5, 2022

Mr. David Gimple
Managing Director of Leasing
Friedman Real Estate

RE: Two Crosswoods – State of Ohio – 1st Floor – Phase II

Dear Mr. Gimple:

The following is a proposal for construction and design services for the above referenced project. This proposal is based on Brocon Construction Inc's proposal dated August 3rd, 2022, including all notes, exclusions, conditions and proposed alternates (attached for reference): This proposal is for the interior renovation for the State of Ohio.

Brocon Construction Inc – Phase II	\$119,073
1 st Floor Phase II Carpet & Paint – To be provided by Landlord	\$-
Construction Management Fee	\$5,954
	<hr/>
Total Due by Friedman Real Estate (Base Bid):	\$125,027

ACCEPTANCE OF PROPOSAL: The above-stated prices, specifications and conditions are satisfactory and hereby accepted. If the entity requesting this proposal is a corporation, partnership or entity other than an individual or sole proprietor, it is agreed and understood the undersigned is authorized to accept this proposal on behalf of such entity.

By/Date: _____

Title: _____



August 4, 2022

Jim Parrinello
Vice President

Premier Construction and Design
34975 West Twelve Mile Road
Farmington Hills, Michigan 48331

PROJECT: 150 E Campus View – OOD TI – Phase 2 – 1st Floor Expansion

GENERAL CONDITIONS

- Safety & Security inspections.
- Trash removal and one (1) dumpster is included
- Temporary protection as needed
- Post construction cleaning is included
- Unloading, handling and storage of all materials and equipment.
- OSHA compliance and reporting
- General Liability insurance

DEMOLITION

- Demo (1,165 SF) of existing interior walls
- Demo (516 SF) of existing grid and tile where new walls will be secured to the grid
- Demo specified casework
- Remove eight (8) doors, frames, and associated hardware
- Remove (205 SF) of existing ceiling tile at new wall locations to secure new walls to the grid
- Remove one (1) breakroom sink and cap existing plumbing behind the drywall

DOORS, FRAMES AND HARDWARE

- Provide and install seven (7) 3070 rediframe door frames
- Provide and install one (1) 6070 rediframe door frame
- Provide and install one (1) 3070 prefinished red oak door with a 24x30 lite kit
- Provide and install one (1) 3070 prefinished red oak door with a 24x64 lite kit
- Provide and install six (6) 3070 prefinished red oak flush doors, mortise prep
- Provide and install one (1) 3070 prefinished inactive door
- Provide and install all associated door hardware with the doors listed above

METAL FRAMING AND DRYWALL

- Provide and install (51 LF) of new 3-5/8", 20-gauge metal framing, 24" on center secured to the grid with sound batt insulation and one (1) layer of 5/8" drywall on each side
- Provide labor to deliver and stock materials, dust protection, carpet/floor protection and site clean up

METAL FRAMING AND DRYWALL

- Provide material and labor to cut into existing finished walls to prep openings for one (1) new double door opening and one (1) new window
- Provide material and labor cut in to existing finished walls for install of wood blocking for new projector screen
- Provide and install ¾" FRT plywood blocking for one (1) new projector screen

CEILINGS

- Provide and install (516 SF) of new matching ceiling grid and tile at wall demo locations
- Reinstall (205 SF) of existing ceiling tile at new wall locations

FIRE PROTECTION

- Installation to meet NFPA 13, light and ordinary hazard
- Relocation of up to (8) sprinkler heads to accommodate new office floor plan
- Sprinkler design and permitting fees are included

HVAC

- Relocate three (3) thermostats
- Rework three (3) supply air devices
- Air balance by GC's HVAC contractor is included
- HVAC design and permitting fees are included

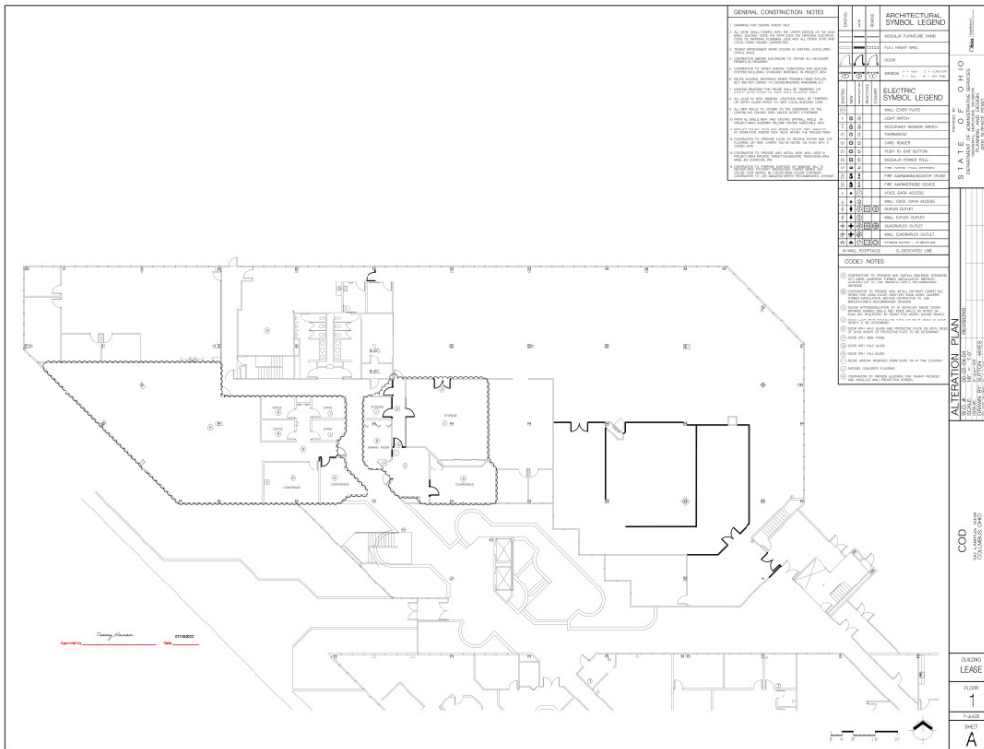
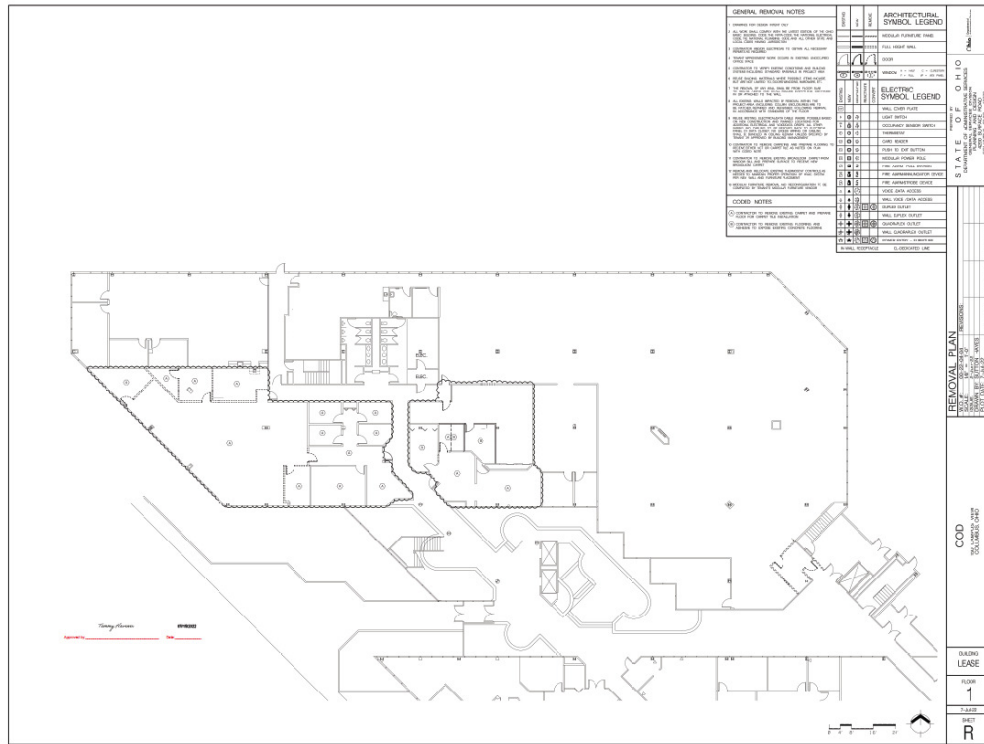
ELECTRIC

- Electrical demolition
- Relocate thirteen (13) existing 2x4 light fixtures
- Provide and install sixteen (16) new 2x4 LED light fixtures
- Provide and install three (3) exit fixtures
- Provide and install two (2) single pole switches
- Provide and install six (6) 3-way switches
- Provide and install one (1) wall switch occupancy sensor
- Wire eight (8) furniture feeds
- Provide and install fifteen (15) duplex receptacles
- Provide and install two (2) ceiling mounted occupancy sensors
- Provide and install twenty (20) voice/data rings with pull strings
- Provide and install two (2) floor boxes
- Provide and install nine (9) fire alarm horn/strobe devices
- Electrical and fire alarm design and permitting fees are included

PRICING TABLE

COST BREAKDOWN		8/4/2022
General Conditions		\$8,500
Project Management		\$4,500
Architectural and Engineering Fees		\$0
Building Permit		\$0
Demolition		\$7,122
Doors, Frames, Glass and Glazing		\$18,308
Metal Framing and Drywall		\$15,534
Ceilings		\$4,303
Fire Protection		\$4,870
HVAC		\$7,350
Electrical		\$37,086
Sub-total		\$107,573
General Liability Insurance		\$742
Overhead / Profit		\$10,757
TOTAL		\$119,073

EXHIBIT TO PROPOSAL





August 1, 2022

Jim Parrinello
Vice President

Premier Construction and Design
34975 West Twelve Mile Road
Farmington Hills, Michigan 48331

PROJECT: 150 E Campus View – State of Ohio - OOD TI – Carpet and Paint

GENERAL CONDITIONS

- Includes project management, materials acquisition, scheduling, job meetings, contract procurement, and project delivery
- Safety & Security inspections
- Trash removal and two (2) dumpsters are included
- Temporary protection of furniture during drywall finishing and painting
- Post construction cleaning is included
- Unloading, handling and storage of all materials and equipment
- OSHA compliance and reporting
- General Liability insurance

DEMOLITION

- Remove existing floor coverings throughout

DRYWALL

- Touch up and repair existing office walls and patch demo points for final paint on the 1st and 3rd floors

FLOORING

- Provide and install Patcraft Vivid carpet tile by glue down method (see flooring install on page 5)
- Provide and install Armstrong Standard VCT (see flooring install on page 5)
- Strip, seal and wax VCT with three (3) coats
- Provide and install Johnsonite 4" vinyl cove base over all new flooring
- Price includes labor for a furniture lift to demo and replace the flooring

PAINTING

- Spot prime and paint all interior office walls on the 1st and 3rd floors with one (1) prime coat and two (2) color coats

PRICING TABLE

COST BREAKDOWN		8/1/2022
General Conditions		\$12,200
Project Management		\$6,875
Demolition		\$7,897
Drywall		\$3,925
Flooring		\$126,785
Painting		\$30,478
Sub-total		\$188,159
General Liability Insurance		\$1,298
Overhead / Profit		\$18,816
TOTAL		\$208,273
* ALTERNATE PRICING BELOW INCLUDES ALL CM FEES*		
ALT 1- Drywall Touch Up (1st Floor - Phase 2)		\$2,410
ALT 2- Painting - (1st Floor - Phase 2)		\$15,680
ALT 3- Flooring Replacement (1st Floor - Phase 2)		\$36,519
ALT 4- General Conditions (1st Floor - Phase 2)		\$3,927

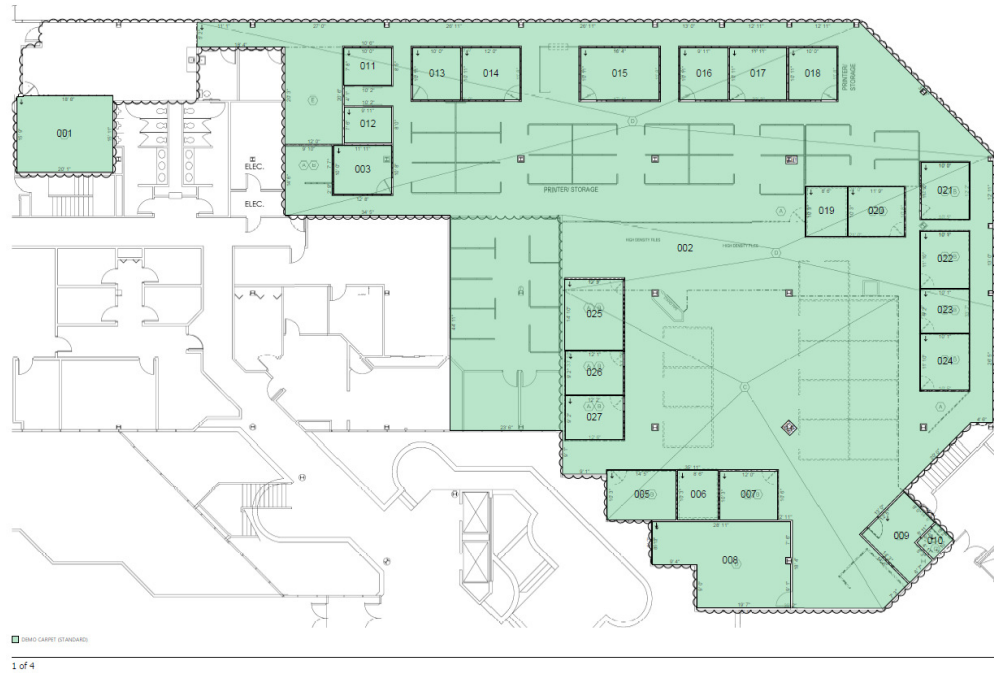
Thanks for the opportunity. Call with any questions.

Sincerely,

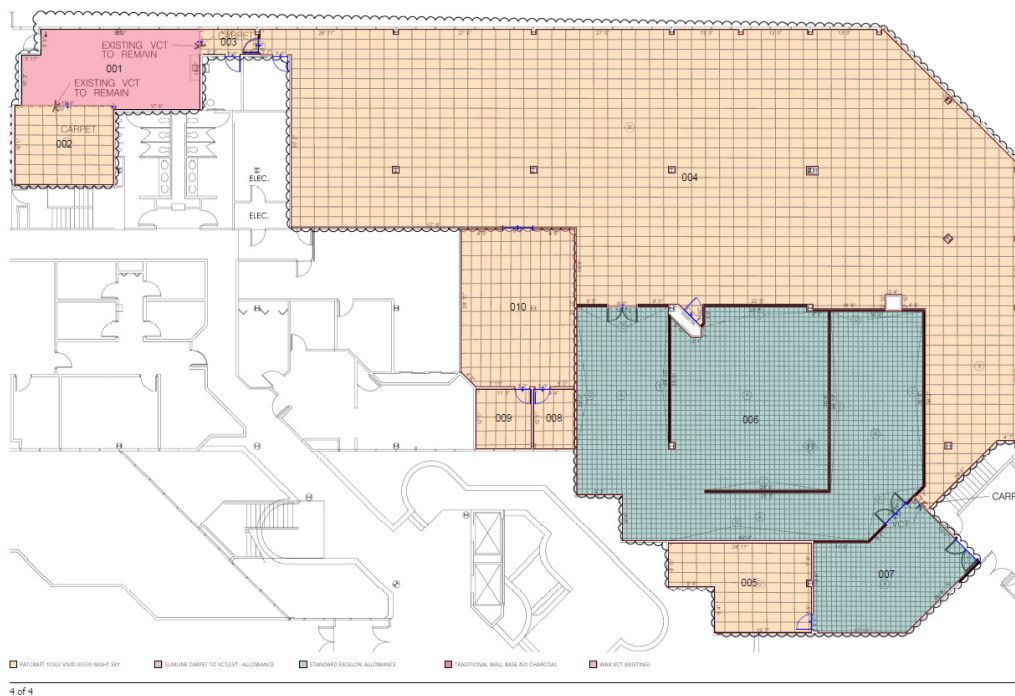


Dominic J. Marino
 Brocon Construction, Inc.
 Project Manager
 614.871.7300 Office
 614.940.0286 Mobile

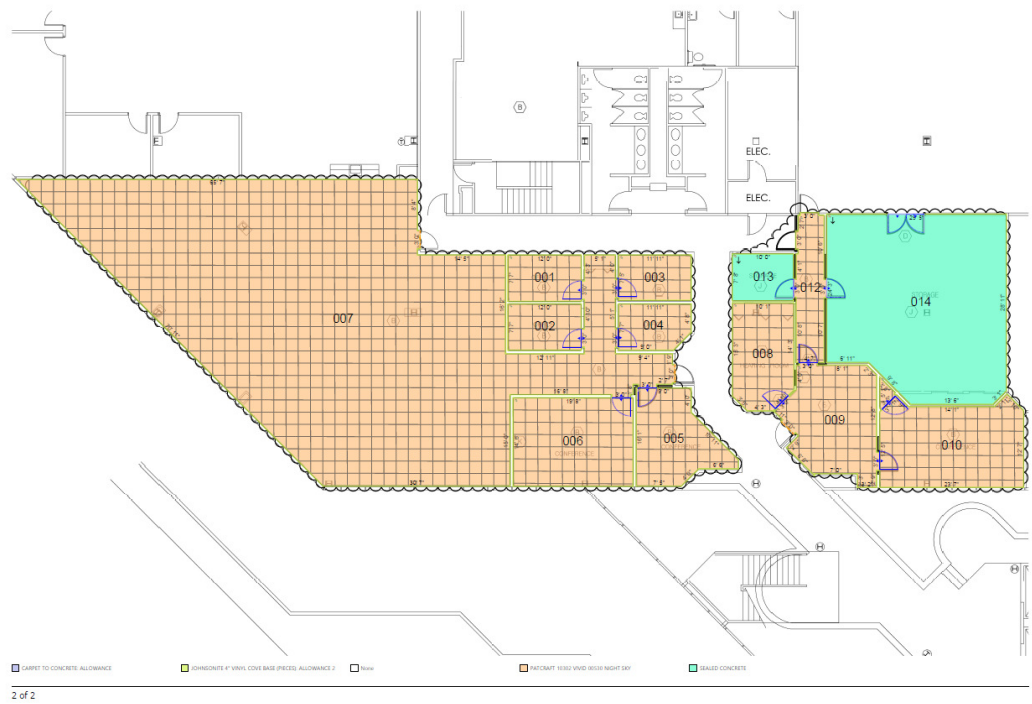
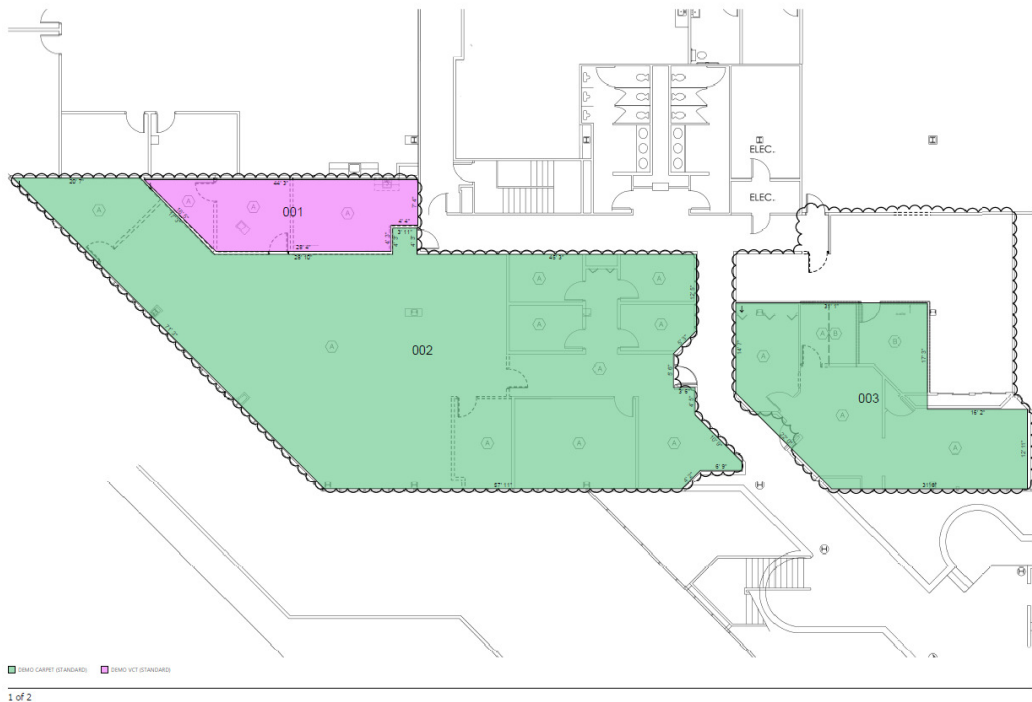
BASE BID FLOOR DEMO



BASE BID FLOOR INSTALL



ALTERNATE FLOOR SCHEMATIC





3155 Lamb Ave
Columbus, OH 43219
(614) 337-0111 – Phone
(614) 337-0065 – Fax
Comfortrol.com

August 25, 2022

Premier Construction & Design
34975 West Twelve Mile Road
Farmington Hills, Michigan 48331

Attn: Jim Parrinello

Re: Two Crossroads-Rev. 2

Dear Jim,

(3) ceiling concealed Stulz CeilAir cooling only split style units will be provided for the large mail room and the two paper storage areas with grade mounted condensing units.

- 1- Mail room – 3 ton
- 2- Paper storage areas – 2 ton ea.

The existing HVAC ducts serving the space will be capped and disconnected in the ceiling space.

WORK INCLUDED:

- 1. Warranty-equipment, material and workmanship is guaranteed for one-year from date-of completion or beneficial use.
- 2. Clean-up – We included the removal of our identifiable debris to a central location or container on site.
- 3. Equipment: Stulz CeilAir indoor units, Stulz remote condensers
- 4. HVAC permits.
- 5. Engineering.
- 6. Sales tax.
- 7. Air balance.
- 8. Low voltage 7-day programmable thermostat control wiring.
- 9. Refrigeration, humidifier and condensate drain piping.
- 10. Rigging of equipment in place.
- 11. Check test and start-up of equipment.
- 12. Operations and Maintenance Manuals

WORK NOT INCLUDED:

- 1. Bonds.
- 2. Electric work – including power wiring, disconnects, smoke detectors and final connections to equipment.
- 3. Premium time labor.
- 4. Building Automation system and associated wiring
- 5. Concrete pads.
- 6. Removal and re-installation of existing ceiling tiles & grid.

Price:.....\$ 138,975



3155 Lamb Ave
Columbus, OH 43219
(614) 337-0111 – Phone
(614) 337-0065 – Fax
Comfortrol.com

Premier Construction & Design
Page 2

CLARIFICATION:

The room where the mail sorting equipment is installed, shall be separated from the adjacent office spaces with walls and doors eliminating any transfer of the cool conditioned air from within the space.

We trust that you will find our Proposal complete and satisfactory. Please do not hesitate to contact our office should you have any questions.

Sincerely,

Michael F. Balistreri
Vice President/General Manager

From: Dominic Marino <dmarino@brocon.net>
Sent: Monday, August 29, 2022 4:29 PM
To: Parrinello, Jim <Jim@premierconstruction.com>
Subject: RE: HVAC - OOD - Two Crosswoods

Here is the values for the material and labor needed to provide power to the proposed HVAC systems:

HVAC: \$10,120.00

Thanks,

Dominic Marino
Project Manager



Brocon Construction, Inc.
2120 Hardy Parkway
Grove City, Ohio. 43123
614-871-7300 office
614-940-0286 cell
dmarino@brocon.net

From: Parrinello, Jim <Jim@premierconstruction.com>
Sent: Monday, August 29, 2022 2:59 PM
To: Dominic Marino <dmarino@brocon.net>
Subject: RE: HVAC - OOD - Two Crosswoods

Can you let me know when I will see this cost

thanks

Jim Parrinello |

Vice President

D 248.848.1249 | O 248.324.5000
jim@premierconstruction.com

[Click here to view our design portfolio](#)



34975 West Twelve Mile Road
Farmington Hills, Michigan 48331

www.premierconstruction.com

From: Dominic Marino <dmarino@brocon.net>
Sent: Thursday, August 25, 2022 2:56 PM
To: Parrinello, Jim <jim@premierconstruction.com>
Subject: RE: HVAC - OOD - Two Crosswoods

Jim,

No problem. I just passed the information on to MJB. I'll send you their information when I get it back.

Thanks,
Dominic

From: Parrinello, Jim <jim@premierconstruction.com>
Sent: Thursday, August 25, 2022 2:02 PM
To: Dominic Marino <dmarino@brocon.net>
Subject: HVAC - OOD - Two Crosswoods

Dominic

We will be using 1 -3 ton and 2 – 2 ton units- see attached for rooms – actual locations in these rooms is TBD

I need the cost for the electrician to provide power as follows

3 ton system:

Indoor unit: 208/230-3 Ph. 15.8 MCA

Outdoor unit: 208/230-3ph. 15.2 MCA

|

2 ton System:

Indoor unit: 208/230-3 Ph. 13.3 MCA

Outdoor unit: 208/230-3ph. 11.9 MCA

You don't need to change your base bid – I will add this in

thanks

Jim Parrinello
Vice President

D 248.848.1249 | O 248.324.5000
jim@premierconstruction.com

[Click here to view our design portfolio](#)



34975 West Twelve Mile Road
Farmington Hills, Michigan 48331

www.premierconstruction.com

CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov or click the Phish Alert Button if available.

ATTACHMENT A

DEPARTMENT OF ADMINISTRATIVE SERVICES
STANDARD AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2022-02D

**State of Ohio's Response to Russia's Unjust War on the Country of
Ukraine**

March 2022

PROHIBITION OF THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES. No State Cabinet Agency, Board or Commission will enter into any contract to purchase services provided outside of the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in the Contract.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid to Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

The Contractor must complete the [Contractor/Subcontractor Affirmation and Disclosure Form](#) affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

ATTACHMENT B

DEPARTMENT OF ADMINISTRATIVE SERVICES STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2022-02D

State of Ohio's Response to Russia's Unjust War on the Country of Ukraine

March 2022

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

Contractor affirms that Contractor has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

34975 W 12 Mile Road
(Address)

Farmington Hills, MI 48331
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

Brocon Construction, 2120 Hardy Parkway, Grove City, Ohio 43123

Darin J. Ranker Architects & Associates, LLC, 5925 Wilcox Pl., Ste. E., Dublin, Ohio 43016
(Name) (Address, City, State, Zip)

Comfortrol, 3155 Lamb Ave., Columbus, Ohio 43219

2. Location where services will be performed by Contractor:

150 East Campus View Blvd.
(Address)

Columbus, OH 43235
(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

150 East Campus View Blvd.
(Name)

Columbus, OH 43235
(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

34975 W 12 Mile Road
(Address)

Farmington Hills, MI 48331
(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

Places of business listed
(Name)

(Address, City, State, Zip)

Places of business listed
(Name)

(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

150 E. Campus View Blvd.
(Address)

Columbus, OH 43235
(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

150 E. Campus View Blvd.
(Name)


Columbus, OH 43235
(Address, City, State, Zip)

150 E. Campus View Blvd.
(Name)

Columbus, OH 43235
(Address, City, State, Zip)

Contractor also affirms, understands and agrees that contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure Form and have read and understand that this form is a part of any Contract that Contractor may enter into the with the State and is incorporated therein.


Signature of Contractor

Jim Parrinello - Vice President
Print Name and Title

8/30/2022
Date