



CLEVELAND BULK TERMINAL ORE CONVEYANCE TUNNEL MODERNIZATION

REQUEST FOR QUALIFICATIONS FOR
DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

SOQ SUBMISSION DUE DATE: May 15, 2024

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Facility Background & History

The Cleveland Bulk Terminal is one of two intermodal maritime terminals the Cleveland-Cuyahoga County Port Authority (CCCPA) owns and operates in Cleveland Harbor. Located at 5400 Whiskey Island Drive in downtown Cleveland, this 46 acre facility is the region's premier facility for the handling of dry bulk commodities. This site serves as a critical supply chain link for the delivery of raw materials to the steel mill on the Cuyahoga River. This facility handles in excess of 8 million metric tons of taconite (iron ore pellets) annually, with an active shipping season that extends from March 1st through early January (weather conditions permitting).

Taconite is delivered across the site's 1900' bulkhead via Laker Class, self-unloading freighters up to 1000' in length. The bulk cargo is discharged onto the dock and trans-loaded into smaller, River Class shuttles via an on-site system of conveyors and material handling equipment. The smaller vessels safely navigate the tight curves of the Cuyahoga River to the steel mill at the head of the navigation channel. Other bulk commodities, including aggregate, are also at times handled at the facility and loaded out via existing rail service provided by Norfolk Southern.

While the means and methods of handling iron ore have changed drastically over the years, the significance of this facility in the supply chain has not. Since acquiring the facility in 1997, the Port Authority has invested millions of dollars in material handling equipment and moved away from old, obsolete technology to improve the site's efficiency, increase its throughput capacity, and implement more environmentally sustainable best practices.

The original section of the mechanical conveyor system at the Cleveland Bulk Terminal was relocated from Lorain to the Cleveland Bulk Terminal in 2003 as part of a large capital infrastructure investment project. It consists of an at grade 362', pile founded, structural steel supported, cast in place/precast concrete tunnel that extends under the stockpiled taconite on the dock. The tunnel and conveyor system were extended in 2021.

Description of Project & Project Goals

The tunnel is equipped with a series of remote operated gates, controlled from the operator's seat on the superstructure of the ship loader. The operator remotely opens and closes the gates located on top of the tunnel's roof. This allows the taconite to gravity feed onto the conveyor located inside the tunnel at a controlled rate. The taconite travels via conveyor to the ship loader via a series of hoppers and conveyors en route to be loaded out on a river class shuttle bound for the steel mill. After the taconite leaves the tunnel, it increases in elevation until it reaches the final

belt of the ship loader. The ship loader sits on rails that allow it to telescope in and out in a cantilevered fashion over top of the ore shuttle.



Ship Loader Superstructure



Discharge from conveyor to shuttle

While the extension resulted in significant improvements in operational efficiencies the degradation of the taconite on the older section of the mechanical conveyor system continued. This section of infrastructure is near its end of useful life as seen in the photos below.



Example steel in poor condition



Example conveyor system hopper

The Port Authority is seeking to enter into a professional services agreement with a highly qualified design services firm/team to lead a comprehensive design effort to develop a project with the following goals:

- Perform necessary rehabilitation, updates, and maintenance on the original tunnel infrastructure including steel framing and hoppers, tunnel interior steel coating (as needed), air handling equipment replacement/upgrades, dust suppression system, and improved interior lighting for maintenance and safety.
- Any structural/mechanical modifications that should be performed to provide another 20+ years of service should be considered as part of this project.

All necessary work, which will result in taking existing ship loader offline, will need to occur during the shipping shut down period from the middle of January to end of February. It may be necessary for build out phases to operate around the clock with multiple shifts. Given the condition of the infrastructure and time constraints, it is highly desirable to begin construction in 2025. Consideration of alternatives for construction phasing, work shifts, material availability, seamless commissioning, and risk management will be critical to success. Partnering and collaboration within the team, the Port Authority, and our site operator, Logistec, will also be necessary to create the environment for good decision making and staying on schedule. The project schedule will demand an engineering firm/team with experienced personnel who are committed to their roles.

It is anticipated that the construction contract will be independently bid and managed by the Port Authority. We anticipate overall project costs to be in the \$6M range.

Schedule

A proposed project schedule should be submitted with the firm's SOQ. Firms shall provide verification in their submission that they will be able to adhere to the following schedule:

- SOQ Submission Deadline: May 15, 2024
- SOQ Interviews & Follow Up Questions (As Needed): May 24, 2024
- Firm Selection, Scope of Service Fee Negotiation: Week of May 28, 2024
- CCCPA Board Meeting & Contract Authorization: June 13, 2024
- NTP & Contract Execution: June 14, 2024
- Infrastructure Evaluation, Alternatives, and Project Definition: August 1, 2024
- 60% Design Documents Submission: September 1, 2024
- 90% Design Documents Submission: October 1, 2024
- Bid Documents Submission: November 1, 2024

The Port Authority and Logistec will prioritize accessibility, utilize communication technology, and provide timely, “over-the shoulder” reviews in order to facilitate an expedited design process.

Required Tasks & Services:

The CCCPA is requesting the following major tasks be performed by the professional design service firm:

- Task 1 - Field data gathering, records review, risk management: on-site testing, evaluation, alternatives, cost estimating, sustainability, environmental clearance (as necessary) and recommendations for a detailed project scope.
- Task 2 – Design: 60%, 90%, and bid documents. At each stage, a basis of design report, cost estimate, drawings, and specifications.
- Task 3 – Bidding support services
- Task 4 – Asset management planning and integration: identification of key assets and creation of inspection and preventative maintenance schedules and workflows.*
- Task 5 - E.O.R. construction support services: submittal reviews, RFI responses, meetings, construction issues, final inspection. The Port Authority has yet to decide whether the project will be delivered as design-bid-build with a construction manager or construction manager at risk.

Other key services imbedded in the above tasks include:

- Project management
- Quantity calculations and verification
- Quality control
- Health & Safety Plan development
- Environmental permitting (as needed)

*In 2023, CCCPA transitioned to a web-based asset management system, “Asset Essentials” by Brightly Software, to assist the CCCPA with facility inspections, preventative maintenance, and work order processes.

Submission Instructions, Pre-Proposal Meeting, & Questions

Submission packages will be accepted until 10 am on May 15, 2024. Statements are to be delivered via email to Matt.Wenham@PortofCleveland.com.

SOQ documentation will be available and may be obtained at the office of the Cleveland-Cuyahoga County Port Authority at 1100 West Ninth Street, Suite 300, Cleveland, Ohio 44113 from

9:00 a.m. to 4:00 p.m. or on the Port Authority website: <https://www.portofcleveland.com/doing-business/>. Firms are requested to notify the Port Authority of their download of the RFQ so that they can be sent any addenda. Addenda will also be posted on the Port's website.

Statements not meeting the requirements of this RFQ may be deemed non-responsive at the sole discretion of the CCCPA.

A pre-proposal meeting is planned as part of this selection on May 2, 2024 at 1:30 pm at the Port of Cleveland offices at 1100 West 9th Street, Cleveland, OH 44113 followed by a site visit of the iron ore tunnel at the Cleveland Bulk Terminal. The terminal is located at 5400 Whiskey Island Drive and parties should enter through the east gate. While this meeting is not mandatory, parties are strongly encouraged to attend and points will be awarded as part of the SOQ evaluation process for those firms/teams that attend. It is requested that only one person per firm participates in the site visit because of space limitations. TWIC credential or a valid photo ID are required for entry, and all personnel should come prepared with appropriate field clothing (boots, reflective vests, hard hat).

Questions related to this SOQ shall be directed to Matt Wenham via email. All questions shall be submitted by 5 p.m. on May 7, 2024. Responses to questions will be gathered, consolidated, and published in Addendums on the Port Authority's website no later than 5 p.m. on May 10, 2024.

Supplemental and Reference Documentation

Supplemental and reference documentation has been included in the Exhibits of this SOQ information package. The Port Authority has additional drawings, documents from the original ship loader relocation, and other documents that may be of value. These documents are available upon request and may or may not be in electronic format.

Statement of Qualifications Content & Structure

There is no specific length requirement or formatting requirements, however, as a result of the short turnaround and selection process anticipated, please keep content limited and do not include general marketing documentation. In the SOQ, please include the following information:

EXECUTIVE SUMMARY:

Include a brief summary of the Project as understood by the consultant and a description of how the consultant will address key issues through its approach and team. Additional content and details should follow in the Technical Approach.

QUALIFICATIONS:

The CCCPA is a small organization that relies on critical relationships with outside consultants. We expect our consultants to provide a high level of service throughout the entire duration of the project. In this section of the SOQ, please showcase the capabilities, skills, and experience of the firm, the designated project manager, and other key technical staff. The project manager should be familiar with similar bulk material conveyor systems infrastructure and *must* have experience running complex, multi-disciplinary projects with compressed schedules. The project manager or another person designated as engineer of record must be a registered professional engineer in the State of Ohio at the time of the contract award and maintain this designation throughout the contract. Changes to the project manager position are not permitted unless approved by the Port Authority. If interviews are required as part of the SOQ evaluation and selection process, the project manager must attend the interview.

The CCCPA requests a team organization chart designating the responsibilities of key team members, individuals, and subject matter experts, including sub consultants (if any). Resumes should be included for key personnel that highlight experience on similar projects detailing their roles, client, client contact information, how the project is similar, project value, and year of completion.

These are the firm/team qualifications deemed the most critical by the Port Authority on this project and will carry the most value; however, other qualifications may also be important. These qualifications are listed in no particular order of importance.

- Firm/team and key personnel experience working on projects with demanding schedules across multiple engineering/design disciplines including structural, mechanical, and electrical.
- Firms/team and key personnel experienced with the design of bulk material conveyance systems.
- Firms/team and key personnel that have experience working on active, heavy industrial facilities, preferably along the waterfront.
- Firms/team and key personnel that can demonstrate a unique approach to projects that resulted in cost savings and construction schedule reductions.

TEAM AVAILABILITY

As a result of the demanding schedule, it is critical the consultant(s) have qualified staff with sufficient availability, experienced in their respective key technical disciplines, who understand the schedule constraints of the project. Key team members shall remain staffed on this project, changes in staffing must be approved by the CCCPA.

The CCCPA requests confirmation that key team members, including the project manager, will be able to accommodate this work into their existing workloads, without risk of overcommitting personnel. Clearly highlight the availability and level of commitment of key project personnel during the duration of the project. This can be represented in chart format that lists the key project personnel, their roles, their anticipated availability, and their anticipated commitment. This should also highlight other active major projects for key team members and their roles. This section should be accompanied by a brief letter by a senior leader of the prime consultant, who is responsible for staff assignments, to demonstrate the commitment of the project manager and key personnel to the project commitments.

It is also important that the consultant highlight the personnel that will provide the depth of support to ensure the consultants have sufficient resources.

BUSINESS OPPORTUNITY:

The CCCPA has an overarching MBE/FBE business participation goal for capital development of 30%. It is understood that because of the specialized, and time constrained nature of this work, a 30% goal may be challenging. Failing to meet this goal will not disqualify the consultant, however, it will result in a lower score. The SOQ should include a summary of the anticipated MBE/FBE participation. The participation percentage shall be calculated based upon the consultant's rough estimate of scope of services and associated fees which will be finalized during negotiations. Please note that the CCCPA does not have a formal business opportunity program that reviews and designates MBE/FBE firms. We rely on cross honor designations established by local agencies that include, but are not limited to the City of Cleveland, Cuyahoga County, ODOT, NEORS, or any other local agency that has similar vetting processes. Please clearly identify the certifying government agency and provide certifications of subconsultants with the SOQ.

TECHNICAL APPROACH & SCOPE OF SERVICES:

In this section of the SOQ, the design firm/team is requested to showcase their creativity and highlight their unique approach. This section should concisely detail the proposed scope of services as understood by the design firm/team and provide a summary of the team's project management and technical approach which they believe will lead to success. The scope of services included in this SOQ request and the SOQ developed by the design firm/team will be the starting point for the scope of services that is included in the design contract.

This section of the SOQ should also include a risk and opportunity section to clearly identify areas of planning, design, permitting, schedule, construction, and O&M risk and opportunities as seen by the professional design service firm/team. This section should detail the professional design

firm/team’s efforts that will be taken as part of this project to mitigate risk and seek opportunities to create value.

The technical section of the SOQ should also include a design schedule which will be reviewed by the Port Authority to compare how it leads to successful completion consistent with our goals. This schedule will be incorporated and referenced into the design contract.

SOQ Evaluation Criteria & Contract Process

The CCCPA review committee will review submitted SOQs and score the proposals based upon the following criteria:

- a. SOQ DELIVERY & FORMAT (5 Points)
 - i. Format, Content, & Completeness 3
 - ii. SOQ Field Meeting Attendance 2

- b. EXECUTIVE SUMMARY (10 Points)
 - i. Executive Summary Review 10

- c. QUALIFICATIONS (40 Points)
 - i. Relevant Firm & Sub-Consultant Experience 10
 - ii. Project Manager Experience 10
 - iii. Key Personnel Experience 10
 - iv. Support Team Experience 10

- d. KEY TEAM MEMBER AVAILABILITY (10 Points)
 - i. Demonstration of Availability and Commitment 10

- e. BUSINESS OPPORTUNITY PROGRAM PARTICIPATION 5
 - 1. > or equal to 30% = 5 Points
 - 2. 25% or less than 30% = 4 Points
 - 3. 20% to less than 25% = 3 Points
 - 4. 20% to less than 25% = 2 Points
 - 5. 10% to less than 20% = 1 Points
 - 6. less than 10% = 0 Points

- f. TECHNICAL APPROACH (30 Points)
 - i. Detailed Technical Understanding and Approach 10

ii. Project Management Approach	10
iii. Risk Management & Opportunities	5
iv. Project Schedule	5

2. Upon completion of the scoring and ranking of the submitted SOQ, *the CCCPA may make a selection based upon the above criteria* or elect to perform follow up in-person interviews with selected firms/teams to gain additional clarity and information. The follow up interview process will occur if after SOQ scores are averaged across the review committee, a clear determination of the most highly qualified team cannot be made. Interviews will be structured with a prepared presentation of no more than 30 minutes followed by questions and responses for about 20 minutes. Interview scores will be combined with the above evaluations to create a combined score.

a. Presentation and Interview (25 Points)

i. Presentation	15
ii. Response to Question	10

3. Upon completion of this process, the CCCPA will initiate final scope of services and fee negotiation discussions with the highest ranked firm. The CCCPA will require an itemized scope of services, fee, and hourly breakdowns of the tasks to be performed under the scope of services. An agreement is necessary for the CCCPA’s board meeting, where authorization to enter into a contract will be requested. As firms are preparing their SOQ packages, they are encouraged to prepare a fee and hourly rate information in order to be prepared to deliver this to the CCCPA if they are selected as the most qualified firm to enter into final negotiations. This should not be submitted as part of the initial SOQ request. This SOQ and the CCCPA’s standard professional service contract (Exhibit C) will be used as a basis of this negotiation. If the CCCPA cannot reach a final agreement with the highest ranked firm, the CCCPA may enter into negotiations with the second highest ranked firm.

- 4. All firms that submitted SOQ will be notified of the results of the ranking process.
- 5. The CCCPA will make a recommendation to its Board of Directors to enter into an agreement based the review of SOQ submissions, interview, and fee and scope of services.
- 6. Once Board approval is achieved, the CCCPA will issue an executed form of the contract and Notice to Proceed (NTP). Any work performed in advance of the contract being executed and NTP being provided will be performed at the risk of the professional design service firm/team.

Site Security & Safety

A project health, safety and security plan will be required for this Project and will be included as a requirement of the Contract. Consultants shall familiarize themselves with the safety and security requirements of the CCCPA's Tariff and the Health and Safety & Environment plan. A link to the tariff can be found on the CCCPA's website on the Maritime & Logistics page and a copy of the CCCPA's health and safety plan is available upon request for review. *The consultant(s) will be responsible for complying with Terminal's security plan at all times which requires personnel to obtain their TWIC credentials to obtain access.*

Legal Statements

The CCCPA requests that the following statements be incorporated into the SOQ:

"By virtue of submitting this SOQ, I certify as a legal representative of the prime firm that I have reviewed the CCCPA's standard professional services contract and take no exceptions to the standard agreement unless they are stated below."

"By virtue of submitting this SOQ, I certify as a legal representative of the prime firm that neither the firms on the team nor any of the key personnel have any known personal or organizational conflicts of interests."

Any potential conflicts of interests shall be clearly communicated prior to the submission of a SOQ and these conflicts may be considered by the CCCPA when SOQs are evaluated. Please attached executed non-collusion affidavit forms (Exhibit E) & tax disclosure documentation (Exhibit D) with submitted proposals.

Exhibits

CONTENTS:

- Exhibit A: Cleveland Bulk Terminal Site Map
- Exhibit B: Existing Tunnel Infrastructure Plans/Details
- Exhibit C: Port Authority's Standard Professional Services Agreement
- Exhibit D: Tax Disclosure Affidavit
- Exhibit E: Non-Collusion Affidavit

Exhibit A



LIMIT OF BULK FACILITY

IRON ORE CONVEYOR SYSTEM TUNNEL

ENTRANCE

EXHIBIT 'A' - CBT SITE MAP

Whiskey Island Marina

C & P Ore Docks

Cargill Deicing Technology

Olde River Yacht Club

Channel Park Marina

Whiskey Island Dr

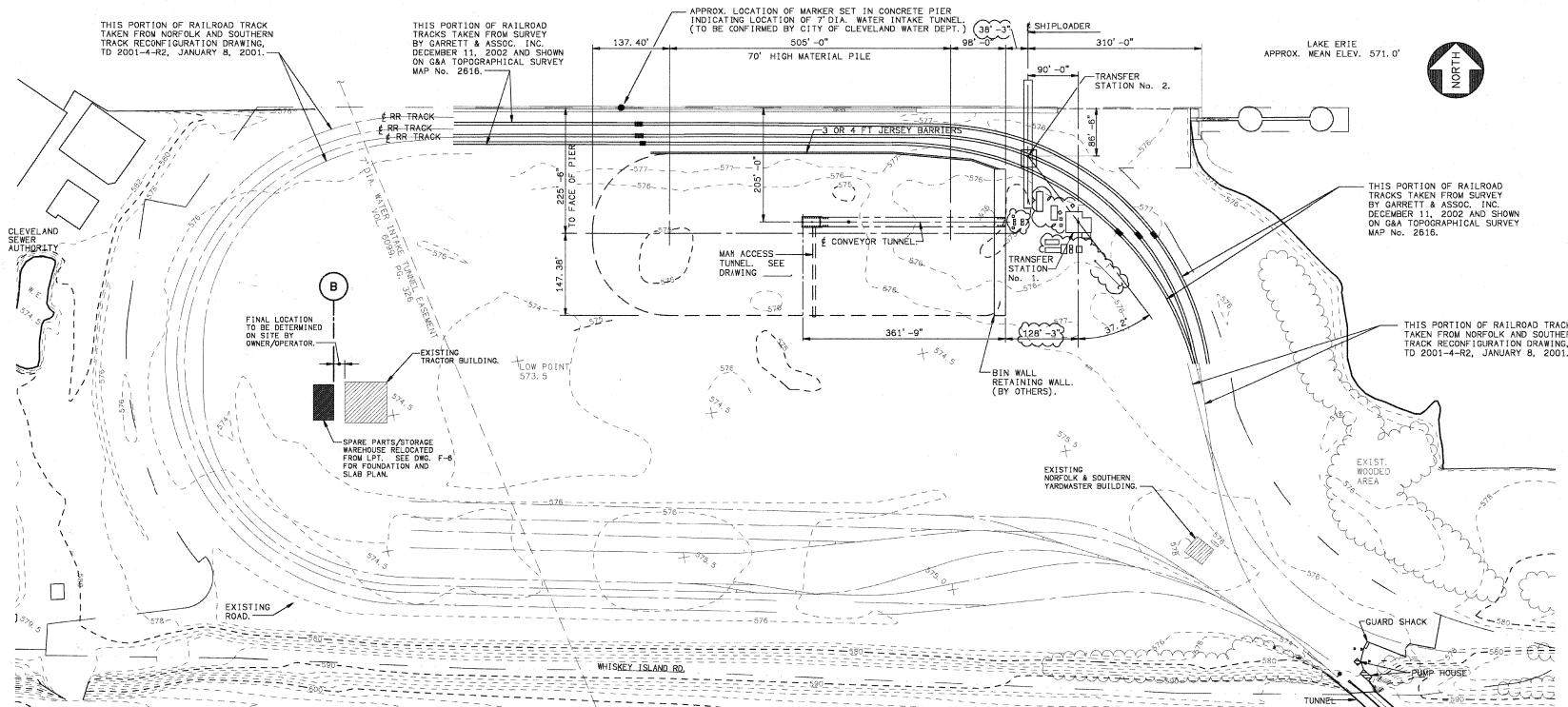
Whiskey Island Dr

Whiskey Island Dr

Whiskey Island Dr

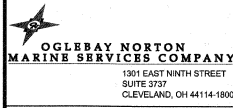
Whiskey Island

Exhibit B



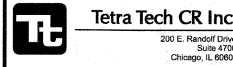
SITE PLAN
SCALE: 1"=100'

NOTE:
7' DIAMETER WATER INTAKE TUNNEL EASEMENT SHOWN ON PLAN TAKEN FROM SURVEY DATED 3-6-07 BY SITE CONSULTANTS, INC. LAKEWOOD, OHIO 44107.



**CLEVELAND BULK TRANSFER
IRON ORE PELLET
TRANSHIPMENT FACILITY**

ISSUED		
NO.	DATE	DESCRIPTION
A	10-17-02	FOR DIV. WATER REFERENCE
B	11-04-02	ISSUED FOR FOUNDATION PERMIT
C	01-24-03	W-HSE AND SHIPLOADER FDN. PERMIT
D	01-28-03	ISSUED FOR PUC PERMIT
1	02-04-03	ISSUED FOR FOUNDATION PERMIT
2	02-12-03	ISSUED FOR TS-1 FDN PERMIT
3	03-13-03	ISSUED FOR BUILDING PERMIT
4	05-17-03	UPDATED DIMENSIONS AND ADDED ELECTRICAL, EQUIP., FOUNDATIONS



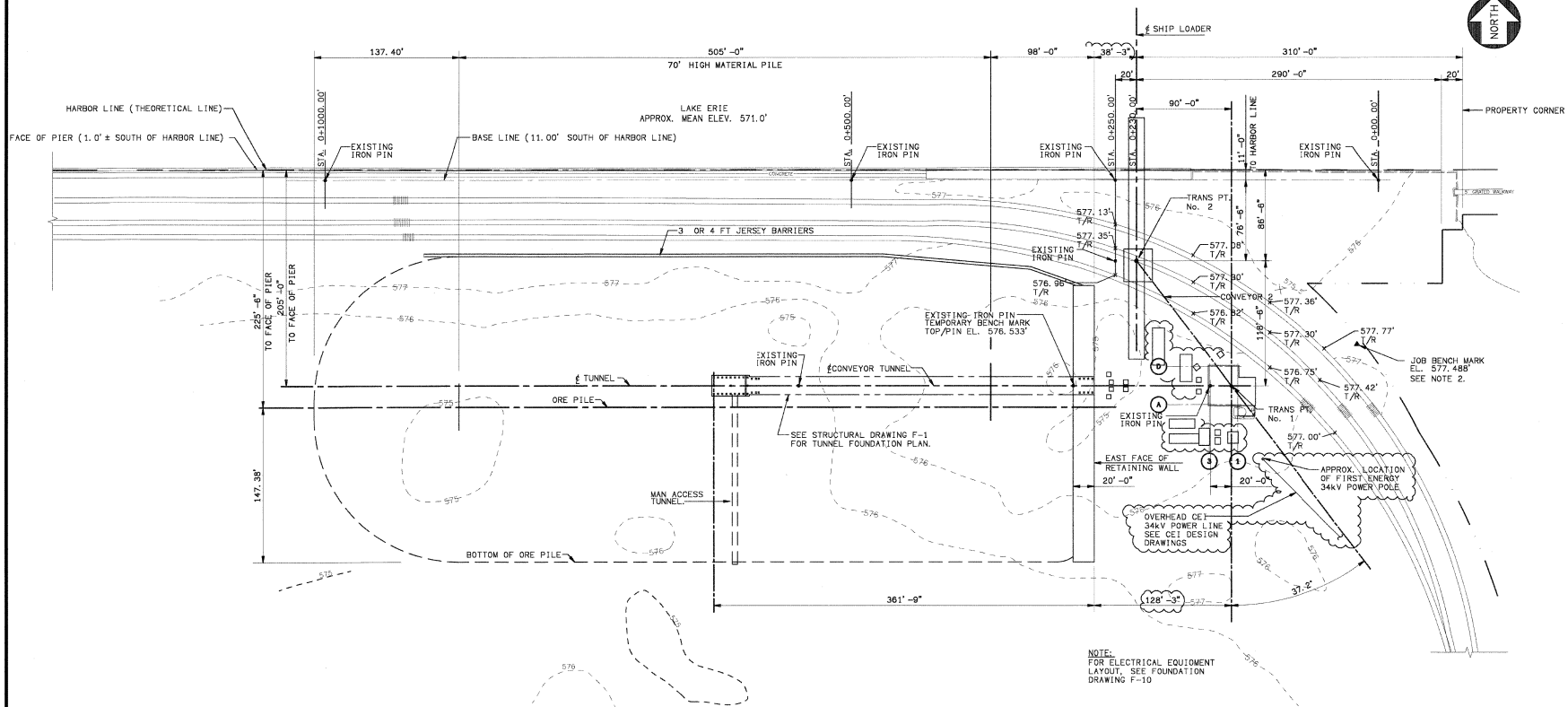
HWH ARCHITECTS ENGINEERS PLANNERS INC.
1091 LAKEVIEW AVENUE - SUITE 800
CLEVELAND, OHIO 44114

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE WORK SHALL BE IN ACCORDANCE WITH THE DESIGN CONDITIONS AS THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY DISCREPANCY BE FOUND THAT IS CONTRARY TO THESE NOTES OR THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY PRIOR TO INITIATION OF PERFORMANCE AND HOLD IN THE AREA INVOLVED THEREOF. INTERPRETATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

SHEET TITLE
**CBT - WHISKEY ISLAND
IRON ORE STATION
SITE PLAN**

ISSUED	01-28-03	SCALE	AS NOTED
DRAWN	S. ULMANN	CHECKED	R. THOMAS
CONTRACT NO.	DRAWING NO.		

A2-133 **SD-1**



ENLARGED SITE PLAN
SCALE: 1"=80'

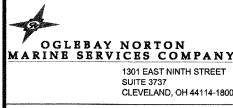
NOTE:
FOR ELECTRICAL EQUIPMENT
LAYOUT, SEE FOUNDATION
DRAWING F-10

LEGEND:

- - -576'- - EXISTING GRADE ELEVATIONS TAKEN FROM GARRETT AND ASSOCIATES TOPOGRAPHICAL SURVEY MAP 2616 DATED DECEMBER 3, 2002
- T/R TOP OF RAIL
- EXISTING NORFOLK SOUTHERN RAILROAD TRACKS

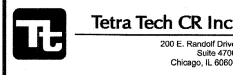
NOTES:

1. IRON PINS, BASE LINE, STATIONING AND ELEVATIONS ARE FROM A SURVEY PREPARED BY GARRETT & ASSOCIATES INC. AND DATED NOVEMBER, 2002.
2. JOB BENCH MARK: TOP OF 1 1/2" DIAMETER IRON PIPE SET 6 FEET WEST OF THE 8 FOOT FENCE NEAR THE EASTERLY PROPERTY LINE AND 70 FEET SOUTH OF THE ANGLE IN THE FENCE. EL. 577.488'
3. TEMPORARY BENCH MARK: TOP OF THE IRON PIN SET ON THE TUNNEL CENTERLINE AT 20' -0" WEST OF ITS EASTERLY END. EL. 576.533'



**CLEVELAND BULK TERMINAL
IRON ORE PELLET
TRANSHIPMENT FACILITY**

ISSUED		
NO.	DATE	DESCRIPTION
A	10-17-02	FOR DIV. WATER REFERENCE
B	11-04-02	ISSUED FOR FOUNDATION PERMIT
O	12-05-02	ISSUED FOR CONSTRUCTION
1	12-10-02	REVISED LAYOUT ORIGIN
2	12-12-02	ADDED EXIST GRADES FROM TOPO
3	12-20-02	UPDATED WEST END OF TUNNEL
4	01-28-03	ISSUED FOR PUE PERMIT
5	02-12-03	ISSUED FOR TS-1 FOM PERMIT
6	03-13-03	ISSUED FOR BUILDING PERMIT
7	05-17-03	UPDATED DIMENSIONS AND ADDED ELECTRICAL EQUIPMENT FNDOS



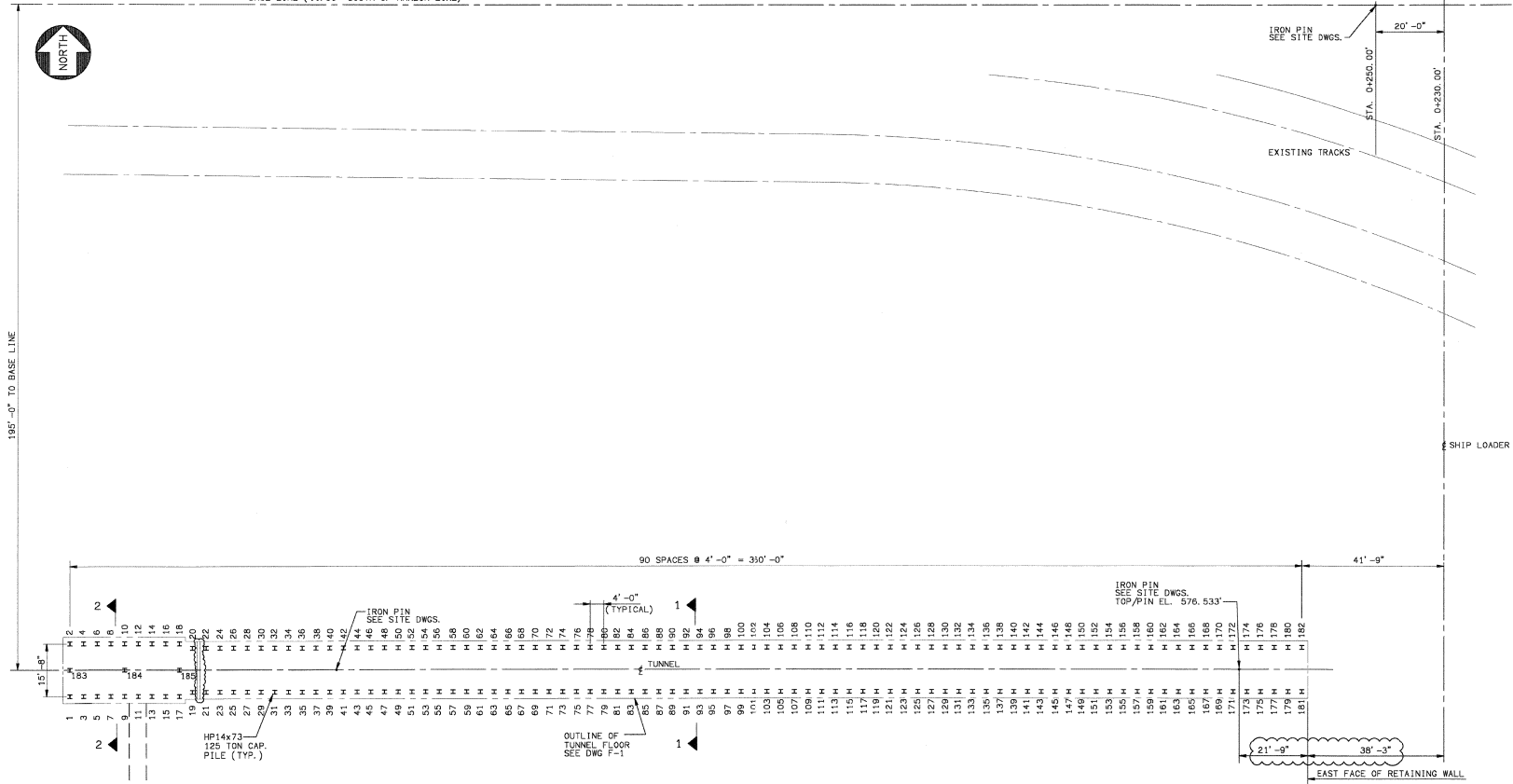
THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY DISCREPANCY BE FOUND THAT IS NOT SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY PRIOR TO FABRICATION OR PERFORMANCE ANY WORK IN THE AREA INVOLVED THEREOF. VERIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE WORK.

SHEET TITLE
ENLARGED SITE PLAN

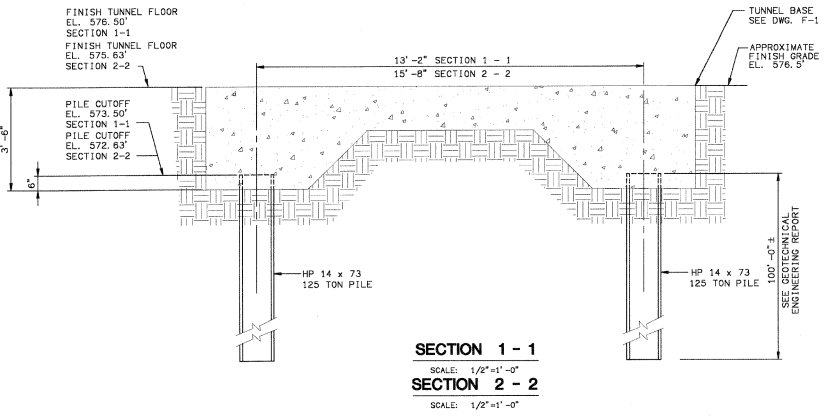
ISSUED	12-05-02	SCALE	AS NOTED
DRAWN	S. ULMANN	CHECKED	R. THOMAS
CONTRACT NO.	DRAWING NO.		

A2-133 SD-2

BASE LINE (11.00' SOUTH OF HARBOR LINE)



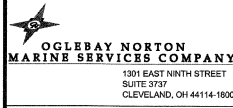
FOUNDATION PILING PLAN
SCALE: 1/16"=1'-0"



SECTION 1 - 1
SCALE: 1/2"=1'-0"
SECTION 2 - 2
SCALE: 1/2"=1'-0"

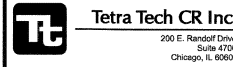
PILING GENERAL NOTES

1. ALL PILES SHALL BE DRIVEN STEEL BEARING PILES.
2. STRUCTURAL STEEL SHALL CONFORM TO ASTM SPECIFICATION A572 GRADE 50, AND SHALL BE FURNISHED FABRICATED AND ERECTED IN ACCORDANCE WITH THE AISC MANUAL OF STEEL CONSTRUCTION AND CODE OF STANDARD PRACTICE FOR BUILDINGS AND BRIDGES.
3. ALL VERTICAL PILES SHALL BE PLUMB WITHIN 1 INCH IN 5 FEET VERTICAL. ALL BATTERED PILES SHALL BE TRUE TO THE BATTER LINE WITHIN 1 INCH IN 5 FEET.
4. THE MAXIMUM DEVIATION OF ANY PILE SHALL NOT EXCEED 3 INCHES FROM ITS DESIGNATED LOCATION.
5. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS RELATED TO HIS WORK.
6. PILE CAPACITIES ARE BASED ON THE GEOTECHNICAL ENGINEERING REPORT "CLEVELAND BULK TERMINAL ORE LOADER RELOCATION" PREPARED BY URS CORPORATION DATED JULY 8, 2002 AND MEMORANDUM PREPARED BY URS CORPORATION DATED SEPTEMBER 4, 2002. ALL PILES SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS AND RECOMMENDATIONS INDICATED IN THE ABOVE MENTIONED GEOTECHNICAL REPORT.
7. ALL PILES SHALL BE DRIVEN TO REFUSAL OR TO MEET THE MINIMUM REQUIREMENTS INDICATED IN THE MEMORANDUM PREPARED FOR THIS PROJECT BY URS CORPORATION DATED SEPTEMBER 4, 2002.
8. ALL WELDING SHALL BE EXECUTED IN ACCORDANCE WITH THE CURRENT AMERICAN WELDING SOCIETY STRUCTURAL WELDING CODE D1.1 USING E70 ELECTRODES. ALL WELDERS SHALL BE CERTIFIED FOR THE TYPE OF WELDING BEING PERFORMED.
9. SEE DRAWING SD-1 FOR FOUNDATION LOCATION.
10. SEE DRAWING FP-2 FOR PILE SCHEDULE.
11. PRIOR TO THE START OF EXCAVATIONS, THE CONTRACTOR SHALL MEET WITH THE OWNER TO DETERMINE THE LOCATION OF ANY EXISTING UNDERGROUND UTILITIES OR STRUCTURES. EXPLORATORY EXCAVATIONS SHALL BE PERFORMED, AS NEEDED, BY THE CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO WORK IN CONGESTED UTILITY AREAS. IF UNCHARTED OR INCORRECTLY CHARTED UTILITIES OR STRUCTURES ARE ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY.



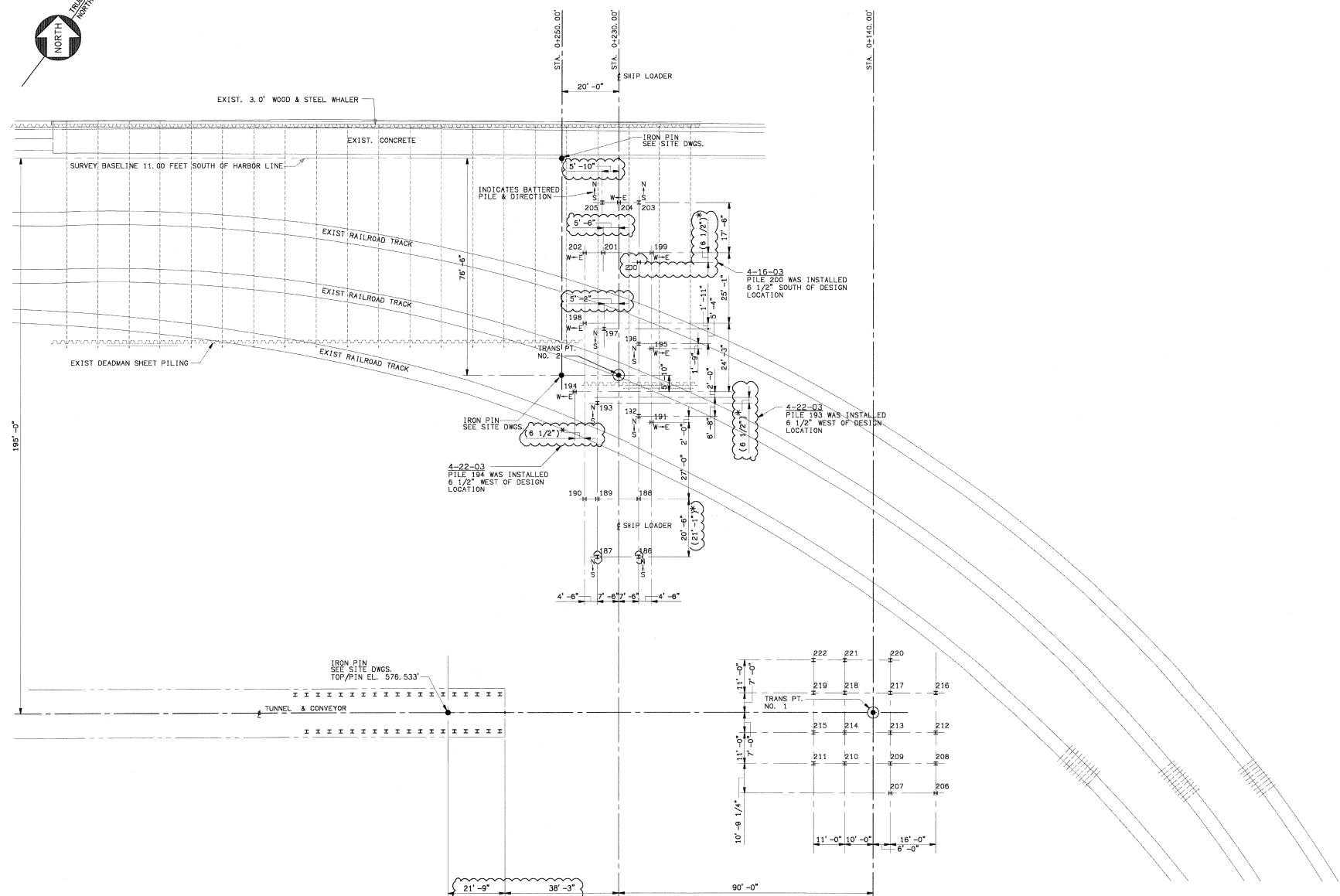
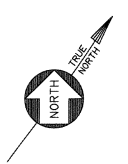
**CLEVELAND BULK TERMINAL
IRON ORE PELLET
TRANSHPMENT FACILITY**

ISSUED		
NO.	DATE	DESCRIPTION
A	11-04-02	ISSUED FOR FOUNDATION PERMIT
O	12-05-02	ISSUED FOR CONSTRUCTION
1	12-10-02	REVISED LAYOUT STATIONING
2	12-20-02	REV PILE LAYOUT & ADDED PILES
3	01-28-03	REVISED STAIR LOCATION
4	05-07-03	UPDATED DIMENSIONS



THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE WORK HEREON WILL FIT TO THE EXISTING CONDITIONS AS THE MANAGER INTRODUCED AND SHOWING ON THE DRAWINGS. SHOULD ANY CHANGING CONDITIONS BE DISCOVERED THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMANCE ANY WORK BY THE AREA INVOLVED THEREIN. INTERSECTION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE WORK.

SHEET TITLE			
TUNNEL FOUNDATION PILING PLAN			
ISSUED	12-05-02	SCALE	AS NOTED
DRAWN	S. ULMANN	CHECKED	STRICKER
CONTRACT NO.	DRAWING NO.		
A2-133	FP-1		



FOUNDATION PILING PLAN
SHIP LOADER AND TRANSFER STATION
 SCALE: 1/6"=1'-0"

NOTE:
 * - DENOTES ACTUAL DIMENSION
 AS INSTALLED BY CONTRACTOR

- NOTES:**
- FOR FOUNDATION PILING SCHEDULE, SEE DRAWING FP-2.
 - FOR STRUCTURAL GENERAL NOTES, SEE DRAWING F-4.



**OGLEBBAY NORTON
 MARINE SERVICES COMPANY**
 1301 EAST NINTH STREET
 SUITE 3737
 CLEVELAND, OH 44114-1800

**CLEVELAND BULK TERMINAL
 IRON ORE PELLET
 TRANSHPMENT FACILITY**

ISSUED		
NO.	DATE	DESCRIPTION
A	01-13-03	ISSUED FOR REVIEW
B	01-24-03	ISSUED FOR PERMIT
C	01-28-03	ISSUED FOR PUC PERMIT
D	02-04-03	ISSUED FOR FOUNDATION PERMIT
E	02-12-03	ISSUED FOR TS-1 FDN PERMIT
O	03-14-03	ISSUED FOR CONSTRUCTION
1	05-07-03	UPDATED AS INSTALLED PILE & TUNNEL LOCATIONS.

Tetra Tech CR Inc.
 200 E. Randolph Drive
 Suite 4700
 Chicago, IL 60601

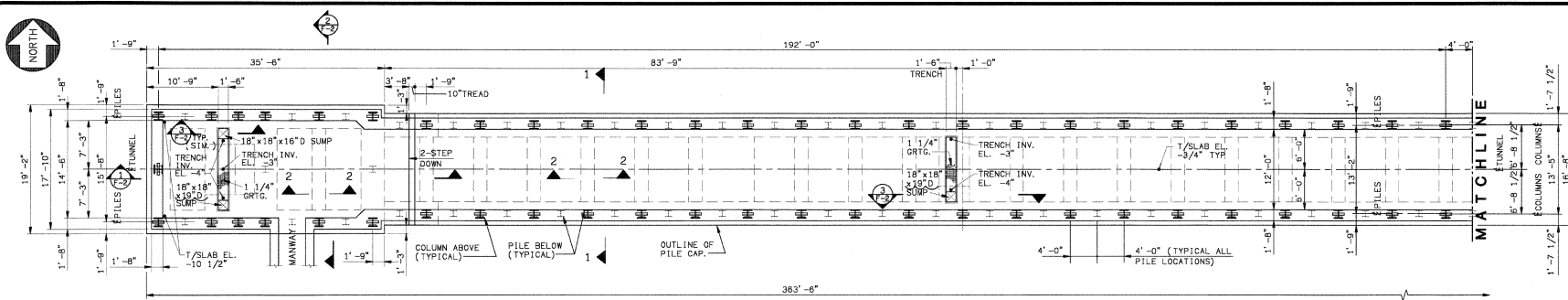
**IWH ARCHITECTS
 ENGINEERS
 PLANNERS**

IWH ARCHITECTS ENGINEERS PLANNERS INC.
 1001 LAUREL AVENUE - SUITE 800
 CLEVELAND, OHIO 44144

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE. IN THE EVENT OF DISCREPANCIES BETWEEN THE DRAWINGS AND THE EXISTING CONDITIONS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO PROCEEDING WITH ANY WORK. IN THE EVENT OF DISCREPANCIES, REVISIONS SHALL BE IN THE FORM OF A DRAWING OR SET OF REVISIONS WITH MEASUREMENTS AND NOTES RELATED TO THE AREA.

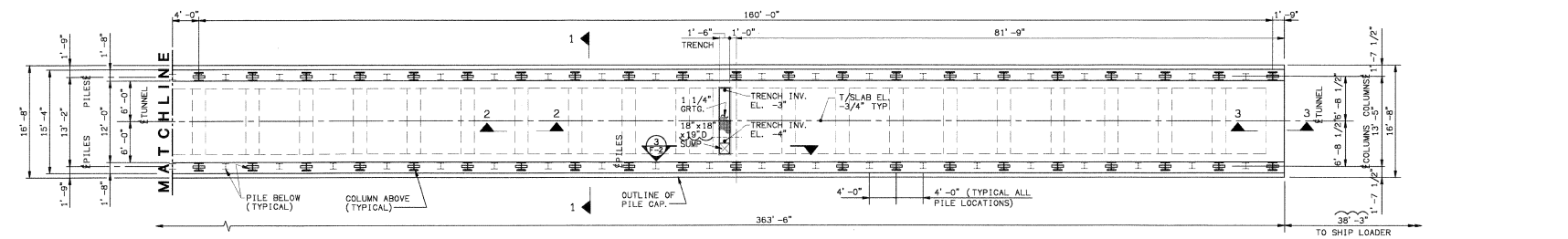
SHEET TITLE
**SHIP LOADER AND
 TRANSFER STATION
 FOUNDATION PILING PLAN**

ISSUED	01-13-03	SCALE	AS NOTED
DRAWN	CV	CHECKED	R. ASHWORE
CONTRACT NO.	DRAWING NO.		
A2-133	FP-3		



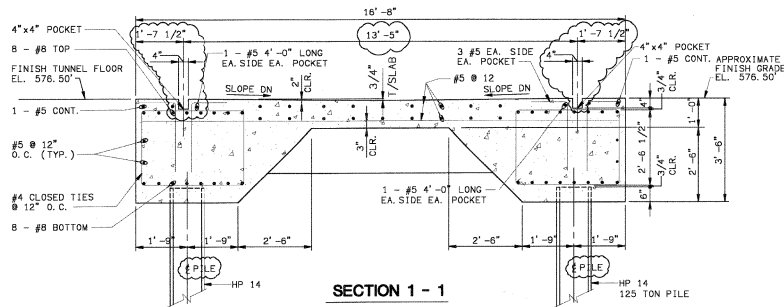
TUNNEL FOUNDATION PLAN (WEST HALF)

SCALE: 1/8"=1'-0"



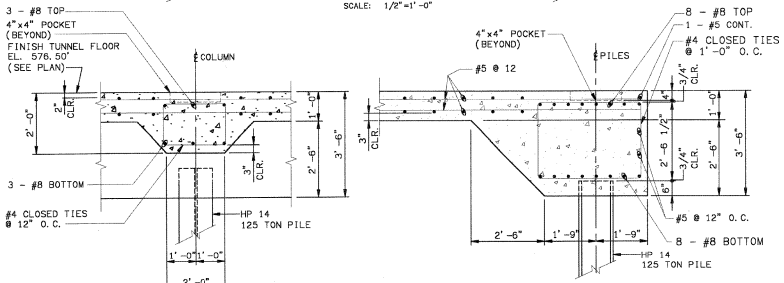
TUNNEL FOUNDATION PLAN (EAST HALF)

SCALE: 1/8"=1'-0" (ELEVATIONS SHOWN ±4" REFERENCE FINISH TUNNEL FLOOR EL. 576'-6")



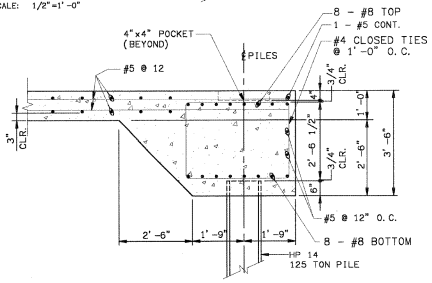
SECTION 1-1

SCALE: 1/2"=1'-0"



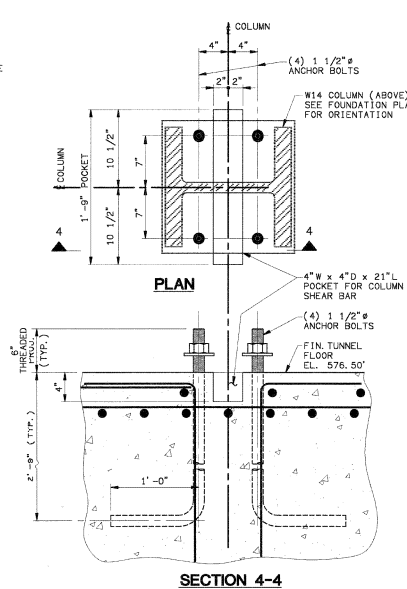
SECTION 2-2

SCALE: 1/2"=1'-0"



SECTION 3-3

SCALE: 1/2"=1'-0"



PLAN

SECTION 4-4

SCALE: 1 1/2"=1'-0"

FOUNDATION GENERAL NOTES

- FOUNDATION DESIGN IS BASED ON GEOTECHNICAL ENGINEERING REPORT TITLED "CLEVELAND BULK TERMINAL ORE UNLOADING RELOCATION" DATED JULY 8, 2002 AND MEMORANDUM DATED SEPTEMBER 4, 2002 PREPARED BY URS INCORPORATED.
- CAST IN PLACE CONCRETE SHALL CONFORM TO THE LATEST ACI 318 & 350 CODE STANDARDS AND ACI 301-96 "STANDARD SPECIFICATIONS FOR STRUCTURAL CONCRETE", EXCEPT AS MODIFIED HEREIN.
- MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF CONCRETE IN 28 DAYS SHALL BE: 4000 PSI - ALL CONCRETE
- REINFORCING BARS: A515 GRADE, 60 KSI YIELD STRENGTH, UNLESS NOTED OTHERWISE. WELDING OR TACK WELDING A515 BARS SHALL NOT BE PERMITTED.
- REINFORCING BARS FOR WELDED APPLICATIONS SHALL CONFORM WITH A706, 60 KSI YIELD STRENGTH.
- CALCIUM CHLORIDE SHALL NOT BE PERMITTED NOR SHALL ANY ADMIXTURE CONTAINING CALCIUM CHLORIDE BE PERMITTED.
- ALL CONCRETE SHALL CONTAIN A WATER REDUCING ADMIXTURE CONFORMING TO ASTM C494, TYPE A, F OR G.
- ALL CONCRETE EXPOSED TO THE WEATHER OR IN A LOCATION VULNERABLE TO DEICERS SHALL CONTAIN AN AIR-ENTRAINED ADMIXTURE CONFORMING TO ASTM C260. THE AMOUNT OF ENTRAINMENT SHALL BE 6% ± 1%.
- CONCRETE SHALL BE DISCHARGED AT THE SITE WITHIN 1 1/2 HOURS AFTER WATER HAS BEEN ADDED TO THE CEMENT AND AGGREGATES. ADDITION OF WATER TO THE MIX AT THE PROJECT SITE WILL NOT BE PERMITTED. ALL WATER MUST BE ADDED AT THE BATCH PLANT. SLUMP MAY BE ADJUSTED ONLY THROUGH THE USE OF ADDITIONAL WATER REDUCING ADMIXTURE OR HIGH RANGE WATER REDUCING ADMIXTURE.
- PRECAST CONCRETE CUBES OR SAND PLATE CHAIRS SHALL BE USED FOR THE SUPPORT OF REINFORCING ON GRADE. CONCRETE BLOCK OR CLAY MASONRY BRICK ARE NOT PERMITTED.
- DETERMINE SIZE AND LOCATION OF MECHANICAL EQUIPMENT AND MAKE PROVISIONS FOR BOLTS, SLEEVES, PADS, ETC., IN ACCORDANCE WITH THE MANUFACTURER'S CERTIFIED DRAWINGS. THIS WORK SHALL BE COORDINATED WITH THE TRADES INVOLVED PRIOR TO ANY CONCRETE PLACEMENT.
- CHAMFER EXPOSED EDGES OF CONCRETE 3/4", UNLESS NOTED OTHERWISE.
- THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN IN THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN IN THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.
- PRIOR TO THE START OF EXCAVATIONS, THE CONTRACTOR SHALL MEET WITH THE OWNER TO DETERMINE THE LOCATION OF ANY EXISTING UNDERGROUND UTILITIES OR STRUCTURES. EXPLORATORY EXCAVATIONS SHALL BE PERFORMED, AS NECESSARY, BY THE CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO WORK IN CONCEALED UTILITY AREAS. IF UNCHARTED OR INCORRECTLY CHARTED UTILITIES OR STRUCTURES ARE ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY.

ISSUED		
NO.	DATE	DESCRIPTION
A	10-17-02	FOR DIV. WATER REFERENCE
B	11-04-02	ISSUED FOR FOUNDATION PERMIT
0	12-10-02	ISSUED FOR CONSTRUCTION
1	12-16-02	REV. ELEV & ADDED SUMP TRENCHES
2	12-20-02	REV. WEST END, REMOVED SUMPS
3	01-21-03	CLARIFIED REIN. AT POCKETS
4	01-28-03	REV'D STAIR LOC., REV'D RIBBAR
5	05-07-03	UPDATED SUMP DEPTH, MODIFIED SHIP LOADED DIMENSION, ADDED DIMENSIONS & NOTES TO SECTION 1.

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN IN THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN IN THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

ISSUED	12-12-02	SCALE	AS NOTED
DRAWN	S. ULMANN	CHECKED	STRICKER
CONTRACT NO.		DRAWING NO.	

ISSUED

NO.	DATE	DESCRIPTION
0	12-20-02	ISSUED FOR CONSTRUCTION
1	01-21-03	CLARIFIED REIN. AT POCKETS
2	01-28-03	REV'D STAIR LOC., REM'VD REBAR
3	05-07-03	UPDATED DIMENSIONS ON SECTIONS 1 AND 2.

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO ASSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY PRIOR TO FABRICATION OR PERFORMANCE ANY WORK IN THE AREA SHOWN AND CONFERENCE. DIMENSION SHALL BE IN THE FORM OF A SURVEY OR SURVEY INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

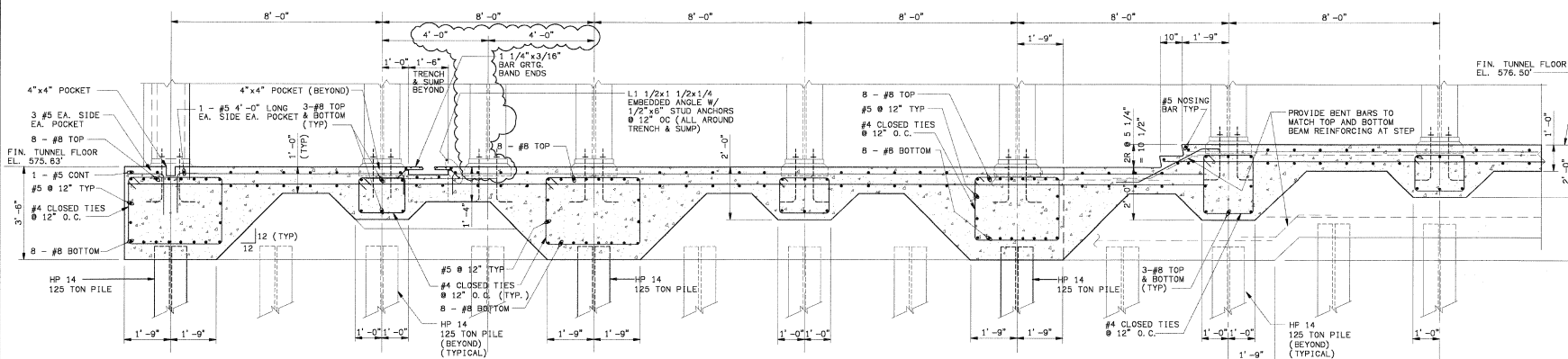
SHEET TITLE

FOUNDATION SECTIONS

ISSUED	12-20-02	SCALE	AS NOTED
DRAWN	CMV	CHECKED	STRICKER
CONTRACT NO.		DRAWING NO.	

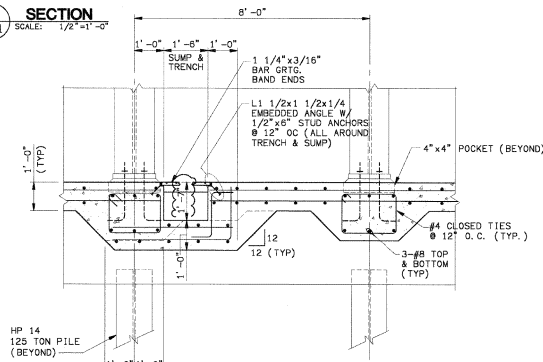
A2-133

F-2



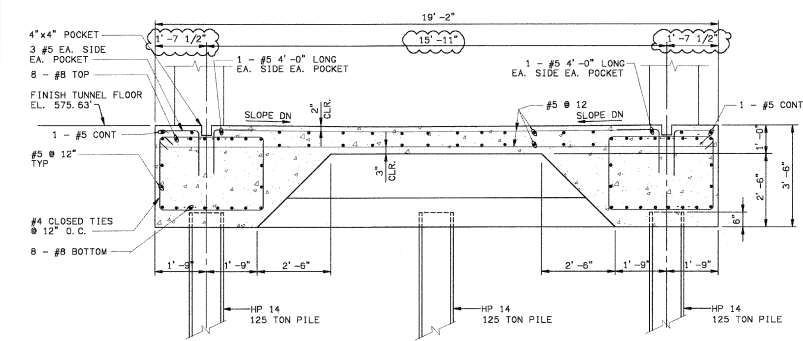
NOTE:
ALL REINFORCING BARS ARE #5 @ 12" O.C.
UNLESS NOTED OTHERWISE

1 SECTION
F-1 SCALE: 1/2"=1'-0"



NOTE:
ALL REINFORCING BARS ARE #5 @ 12" O.C.
UNLESS NOTED OTHERWISE

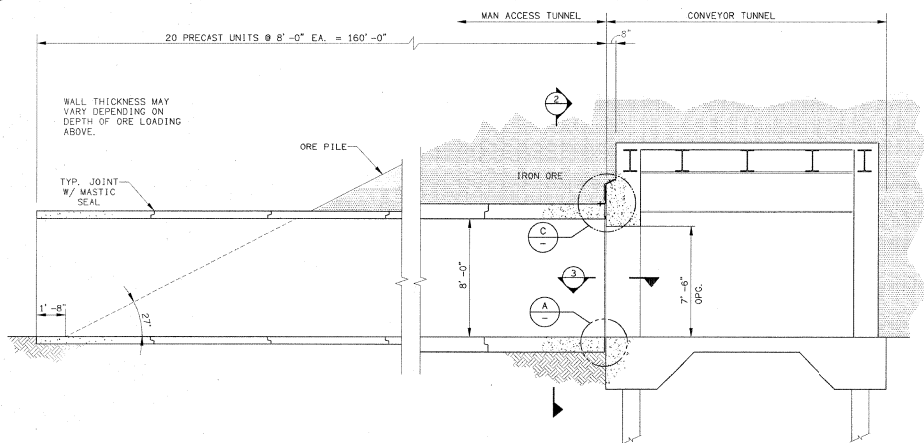
3 SECTION
F-1 SCALE: 1/2"=1'-0"



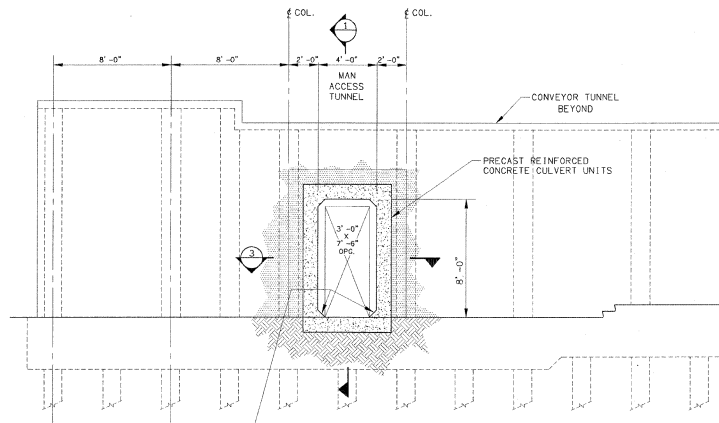
2 SECTION
F-1 SCALE: 1/2"=1'-0"

NOTE:
FOR FOUNDATION GENERAL NOTES, SEE DWG. F-1



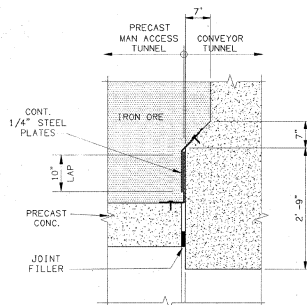


SECTION 1
SCALE: 1/4"=1'-0"

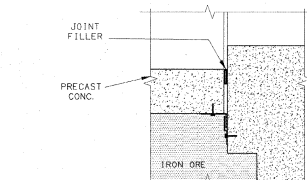


NOTE: PROVIDE MIN. 3'-0" WIDE CLEAR LEVEL WALK SURFACE BETWEEN PRECAST CORNER HAUNCHES

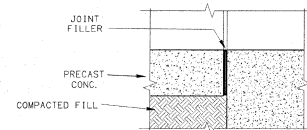
SECTION 2
SCALE:



C HEAD DETAIL
SCALE: 3/4"=1'-0"



B SIDE DETAIL
SCALE: 3/4"=1'-0"



A FLOOR DETAIL
SCALE: 3/4"=1'-0"

PRECAST REINFORCED CONCRETE CULVERT UNITS

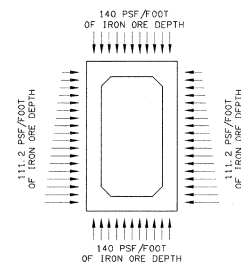
FURNISH PRECAST CONCRETE CULVERT UNITS FOR THE MAN ACCESS TUNNEL AS SHOWN ON THIS DRAWING. CONSTRUCT PER ASTM C-789, MOST RECENT EDITION. DESIGN UNITS SUITABLE TO WITHSTAND LOADS SHOWN (SEE LOADING DIAGRAM). NOTE THAT THE LOADS SHALL VARY FOR THE LENGTH OF THE TUNNEL DEPENDING ON THE AMOUNT OF ORE PILED. DESIGN MAY VARY ACCORDINGLY. CONCRETE STRENGTH: 5,000 PSI MIN.

CONCRETE FINISH: MANUFACTURER'S STANDARD FOR CULVERT PIPE

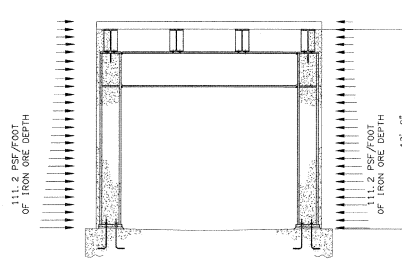
FURNISH SHOP DRAWINGS AND STRUCTURAL CALCULATIONS FOR REVIEW AND APPROVAL BY OWNER'S ENGINEER PRIOR TO FABRICATION.

DELIVER UNITS TO SITE IN GOOD CONDITION. REPLACE DAMAGED OR DEFECTIVE UNITS AT NO ADDITIONAL COST TO THE OWNER.

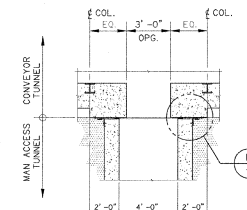
JOINTS: PROVIDE JOINTS TO ENGAGE PIPE-TO-PIPE TO ENSURE ALIGNMENT. FURNISH MASTIC SEAL AT EACH JOINT (CONSEAL CS-102 OR EQUAL).



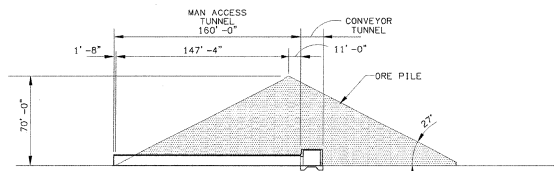
MAN ACCESS TUNNEL LOADING DIAGRAM
NOT TO SCALE



MAIN TUNNEL WALL LOADING DIAGRAM
NOT TO SCALE

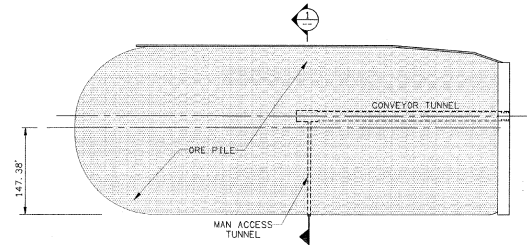


PLAN SECTION 3
SCALE: 1/4"=1'-0"



NOTE: SEE ENLARGED SECTION #1

KEY CROSS SECTION
SCALE: 1"=50'



KEY PLAN
SCALE: 1"=100'

ISSUED		
NO.	DATE	DESCRIPTION
A	02-10-03	ISSUED FOR PRELIMING
B	03-13-03	ISSUED FOR BUILDING PERMIT

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO AGREE WITH THE NEW WORK AND FIT TO THE EXISTING STRUCTURE AND THE WORKER'S SAFETY. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS AND THE WORKER'S SAFETY. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS AND THE WORKER'S SAFETY. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS AND THE WORKER'S SAFETY.

SHEET TITLE
MAN ACCESS TUNNEL

ISSUED	SCALE	AS NOTED
DRAWN	WGS	KAR
CONTRACT NO.	CHECKED	NO.
A2133530	TJK	031303

A2-133 C-1

CLEVELAND BULK TERMINAL IRON ORE PELLET TRANSHPMENT FACILITY

ISSUED		
NO.	DATE	DESCRIPTION
A	06-29-03	FINAL TECH REVIEW
B	09-03-03	ISSUED FOR PERMITS
C	11-14-03	ISSUED FOR PERMITS
D	11-26-03	REVISED PER N-S COMMENTS

Tetra Tech CR Inc.
 200 E. Randolph Drive
 Suite 4700
 Chicago, IL 60661

HWH ARCHITECTS ENGINEERS PLANNERS

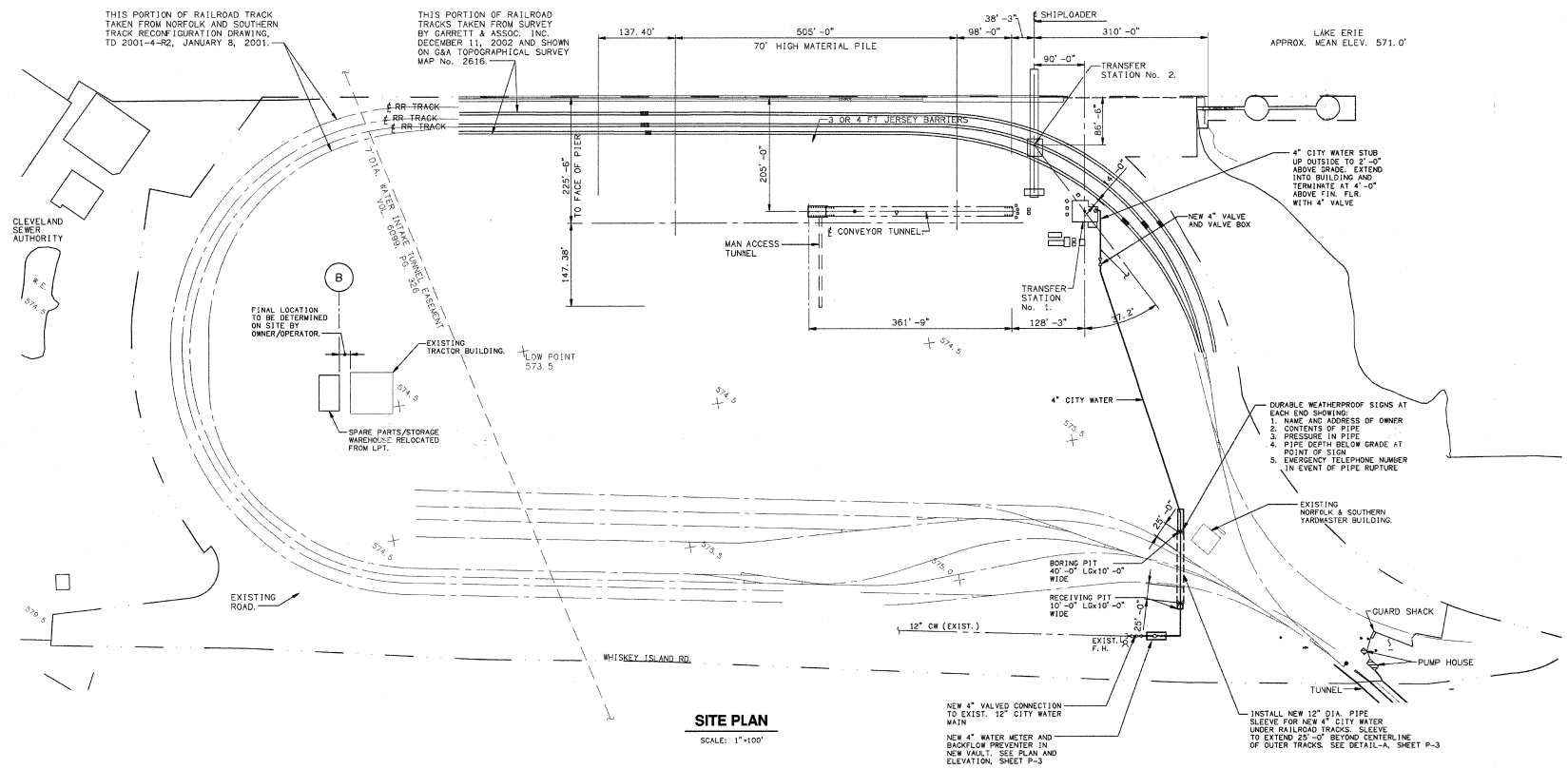
HWH ARCHITECTS ENGINEERS PLANNERS INC.
 1001 LAKESIDE AVENUE SUITE 900
 CLEVELAND, OHIO 44114

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT THE CONTRACTOR TO BE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER REPRESENTATIVE OF THE CONTRACTOR OF THE EXISTING CONDITIONS IN THE AREA INVOLVED IMMEDIATELY. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SET OF INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

SHEET TITLE
CBT - WHISKEY ISLAND IRON ORE STATION PIPING PLAN

ISSUED	SCALE	AS NOTED
DRAWN B. BOLL	CHECKED C. MCINTY	
CONTRACT NO.	DRAWING NO.	

A2-133 P-1



SITE PLAN
 SCALE: 1"=100'

- NOTES:**
- CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF NORFOLK AND SOUTHERN'S NSCE-8 SPECIFICATIONS.
 - PIPE LINE AND CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LAST APPROVED AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION SPECIFICATIONS FOR PIPELINES CONVEYING FLAMMABLE AND NON-FLAMMABLE SUBSTANCES.
 - BLASTING IS NOT PERMITTED.

THIS PORTION OF RAILROAD TRACK TAKEN FROM NORFOLK AND SOUTHERN TRACK RECONFIGURATION DRAWING, TD 2001-4-R2, JANUARY 8, 2001.

THIS PORTION OF RAILROAD TRACKS TAKEN FROM SURVEY BY GARRETT & ASSOC., INC. DECEMBER 11, 2002 AND SHOWN ON GSA TOPOGRAPHICAL SURVEY MAP No. 2616.

LAKE ERIE APPROX. MEAN ELEV. 571.0'

FINAL LOCATION TO BE DETERMINED ON SITE BY OWNER/OPERATOR

EXISTING TRACTOR BUILDING
 SPARE PARTS/STORAGE WAREHOUSE RELOCATED FROM LOT.

- DURABLE WEATHERPROOF SIGNS AT EACH END SHOWING:
- NAME AND ADDRESS OF OWNER
 - CONTENTS OF PIPE
 - PRESSURE IN PIPE
 - PIPE DEPTH BELOW GRADE AT POINT OF SIGN
 - EMERGENCY TELEPHONE NUMBER IN EVENT OF PIPE RUPTURE

EXISTING NORFOLK & SOUTHERN YARDMASTER BUILDING.

GUARD SHACK
 PUMP HOUSE

NEW 4" VALVED CONNECTION TO EXIST. 12" CITY WATER MAIN
 NEW 4" WATER METER AND BACKFLOW PREVENTER IN NEW VAULT. SEE PLAN AND ELEVATION, SHEET P-3

INSTALL NEW 12" DIA. PIPE SLEEVE FOR NEW 4" CITY WATER UNDER RAILROAD TRACKS. SLEEVE TO EXTEND 25'-0" BEYOND CENTERLINE OF OUTER TRACKS. SEE DETAIL-A, SHEET P-3

CLEVELAND BULK TRANSFER IRON ORE PELLET FACILITY

ISSUED

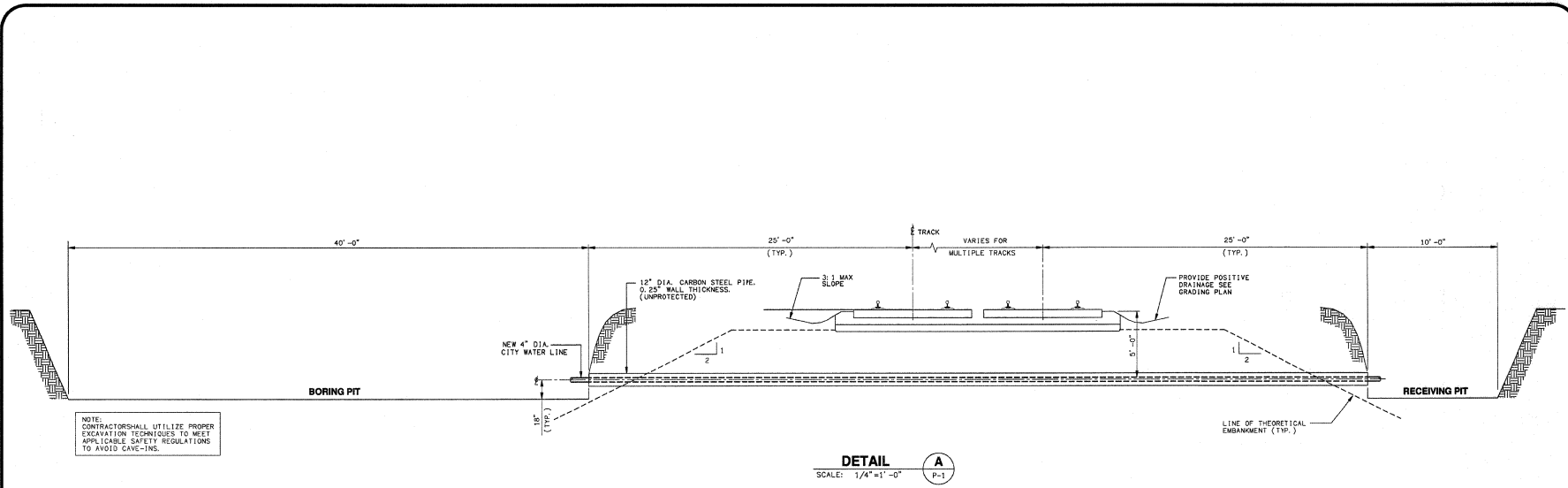
NO.	DATE	DESCRIPTION
A	11-26-03	REVISED PER N-S COMMENTS

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO ASSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. PROVIDE ANY CORRECTING DATA THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO DEMOLITION OR RECONSTRUCTION OF ANY AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SET OF INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

SHEET TITLE
CBT - WHISKEY ISLAND IRON ORE STATION PIPING DETAILS

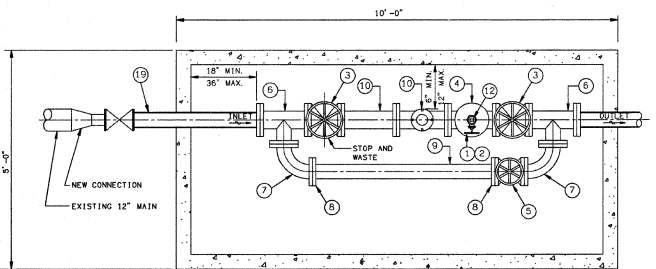
ISSUED	SCALE	AS NOTED
DRAWN B. BOLL	CHECKED C. MCGINTY	
CONTRACT NO.	DRAWING NO.	

A2-133 P-3



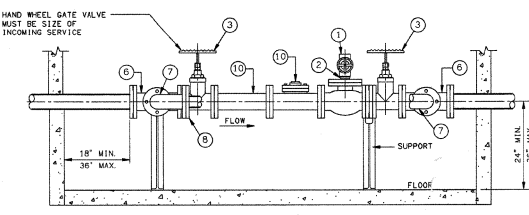
NOTE: CONTRACTOR SHALL UTILIZE PROPER EXCAVATION TECHNIQUES TO MEET APPLICABLE SAFETY REGULATIONS TO AVOID CAVE-INS.

DETAIL A
SCALE: 1/4"=1'-0"



PLAN
SCALE: 3/4"=1'-0"

- 1 2" HAND WHEEL GATE VALVE, SCREWED, 1 REQ'D.
- 2 2"x10" BRASS NIPPLE, 1 REQ'D.
- 3 4" HAND WHEEL GATE VALVES, FLANGED, 2 REQ'D.
- 4 4" SWING CHECK VALVE, FLANGED, 1 REQ'D.
- 5 3" O.S.Y. VALVE, FLANGED, 1 REQ'D.
- 6 4"x3" CAST IRON TEES, FLANGED, 2 REQ'D.
- 7 3" CAST IRON ELBOWS, FLANGED LONG RADIUS, 2 REQ'D.
- 8 3"x7 1/2" CAST IRON FLANGE, 4 HOLE, 2 REQ'D.
- 9 3" GALVANIZED PIPE, EXTRA HEAVY, SPT REQ'D.
- 10 4" TURBINE METER OR COMPOUND METER, 1 REQ'D. (METER & SPACER PROVIDED BY C.W.D.)
- 11 2" BRASS PLUG, 1 REQ'D.
- 12 4" FLANGE GASKET, 6 REQ'D.
- 13 3" FLANGED GASKET, 5 REQ'D.
- 14 5/8"x3" MACHINED BOLTS, 64 REQ'D.
- 15 5/8"x2 1/2" MACHINED BOLTS, 20 REQ'D.
- 16 5/8"x3 1/2" STUD BOLTS, 6 REQ'D.
- 17 5/8" HEX NUTS, 90 REQ'D.
- 18 5/8"x2 1/2" MACHINED BOLTS, 20 REQ'D.
- 19 4" DUCTILE IRON CLASS 50 CEMENT LINED PLAIN END x PLAIN END PIPE (CUT TO SUIT). (IF THE PIPE IS LONGER THAN 1 PIPE LENGTH, THEN THE PIPE IS TO HAVE TYPE II BOLTLESS RESTRAINED PUSH-ON JOINTS.)



ELEVATION
SCALE: 3/4"=1'-0"

- NOTES:**
- CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF NORFOLK AND SOUTHERN'S NSCE-8 SPECIFICATIONS.
 - PIPE LINE AND CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LATEST APPROVED AMERICAN RAILWAY ENGINEERING AND MAINTENANCE DEPARTMENT ASSOCIATION SPECIFICATIONS FOR PIPELINES CONVEYING FLAMMABLE AND NON-FLAMMABLE SUBSTANCES.
 - BLASTING IS NOT PERMITTED.

**CLEVELAND BULK TERMINAL
IRON ORE PELLET
TRANSHIPMENT FACILITY**

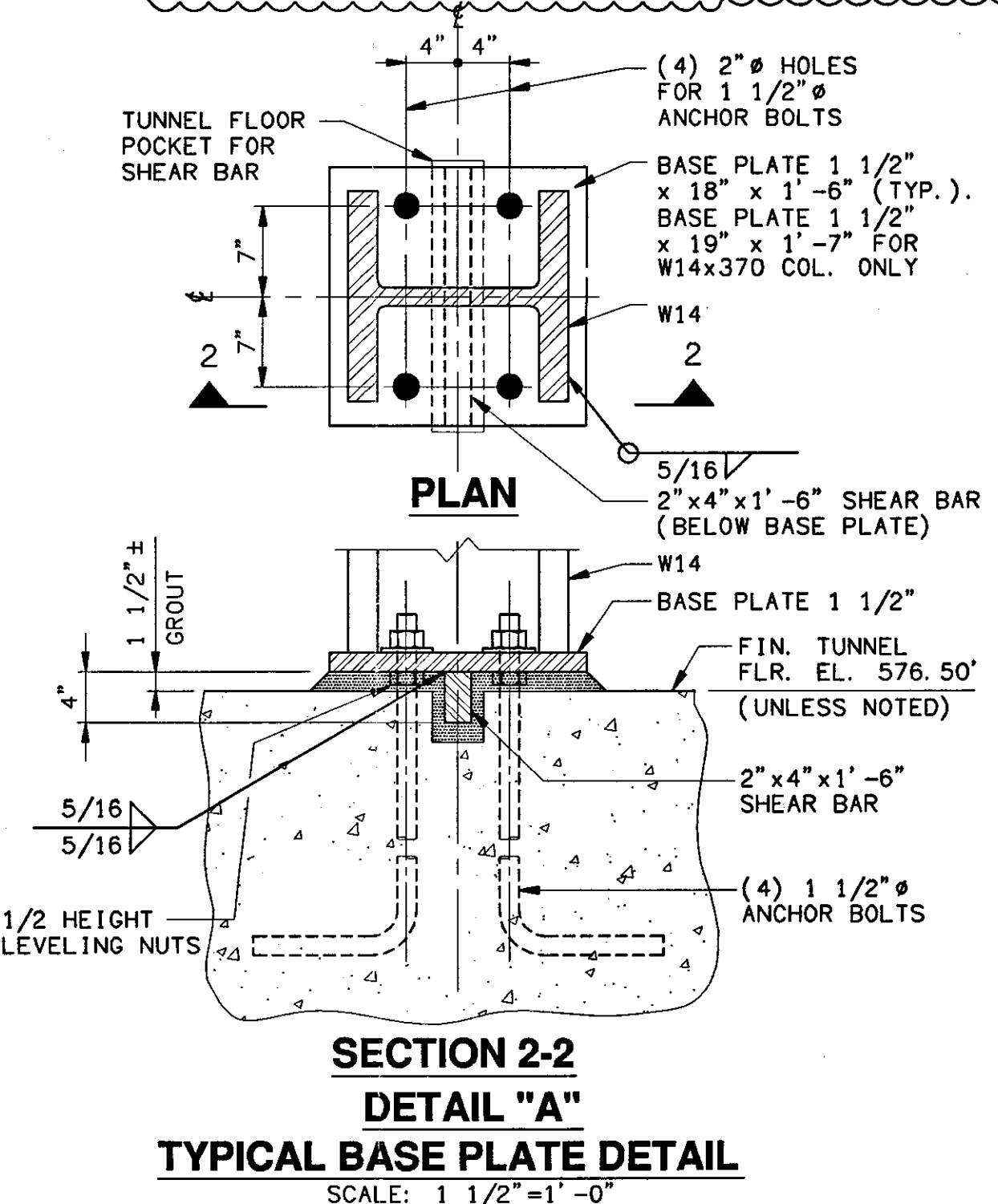
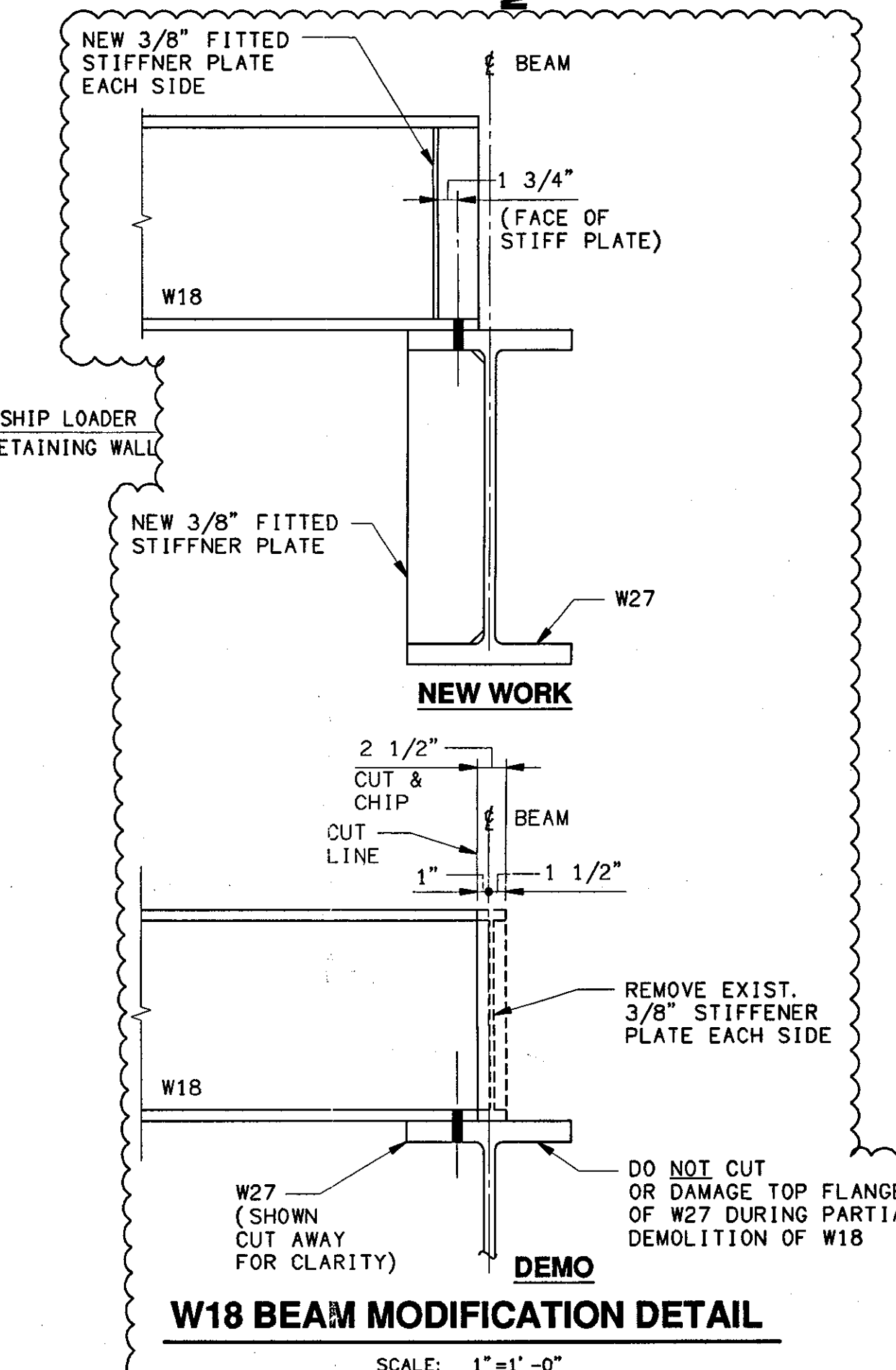
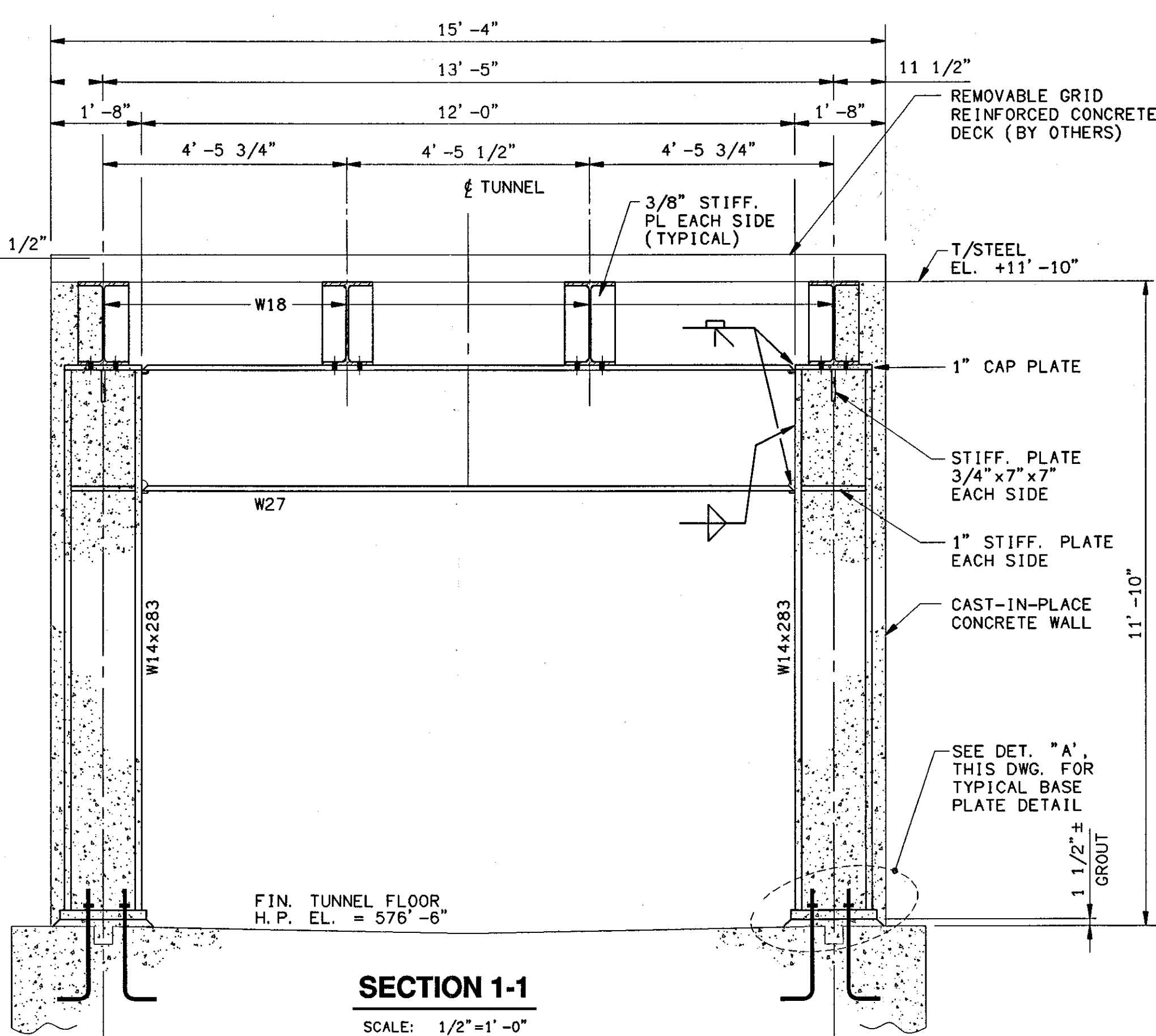
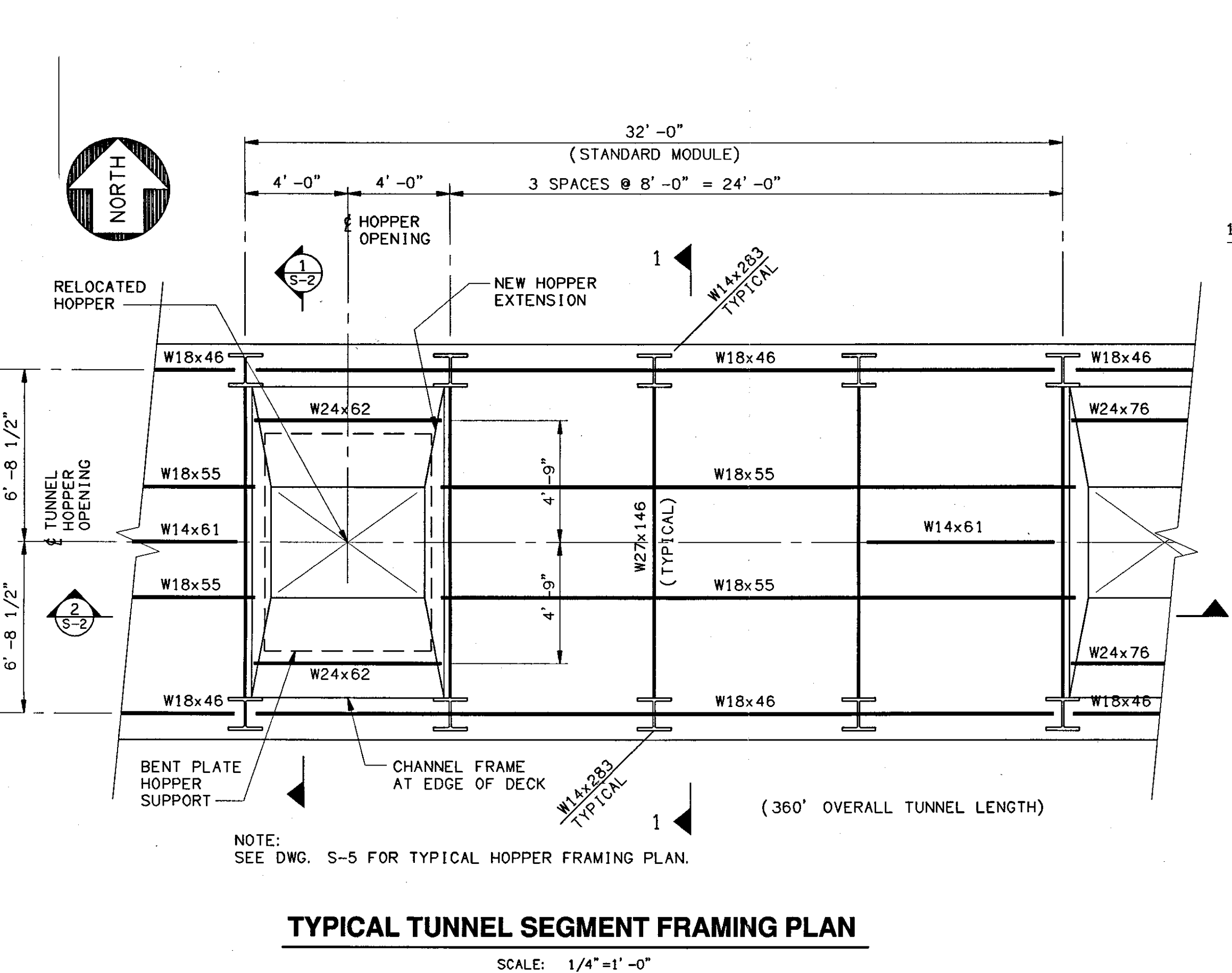
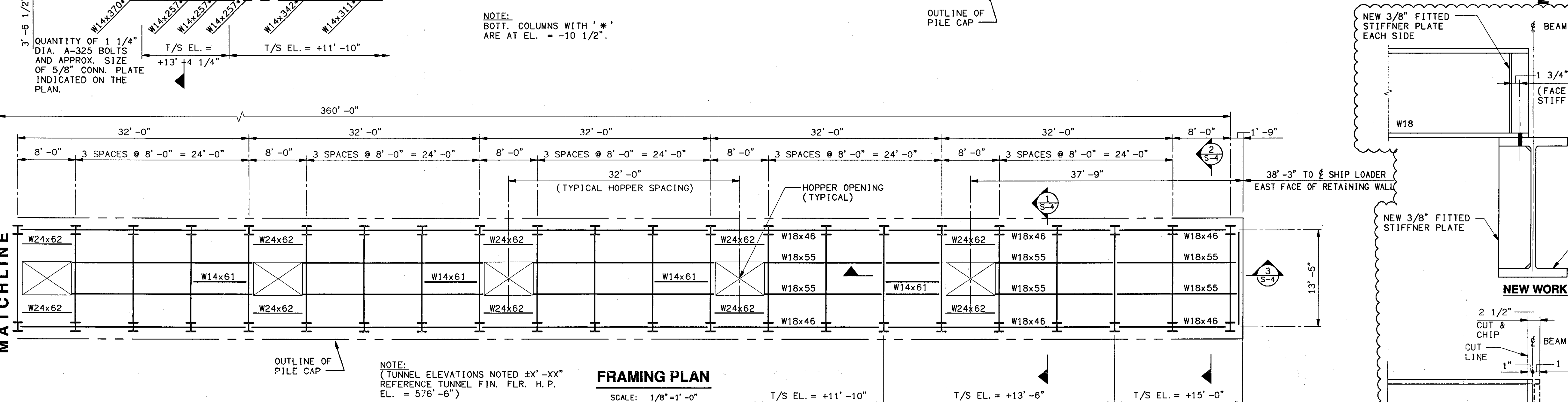
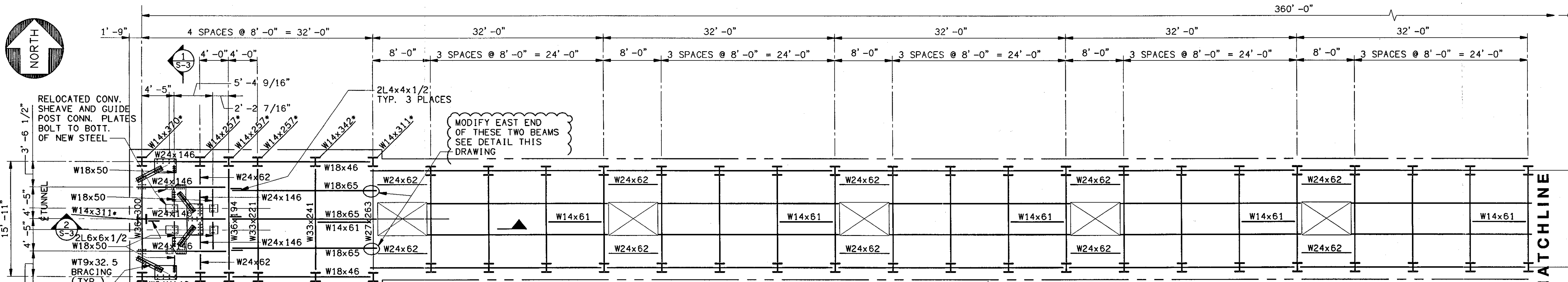
ISSUED		
NO.	DATE	DESCRIPTION
A	01-09-03	ISSUE FOR REVIEW
0	02-04-03	ISSUED FOR CONSTRUCTION
1	03-13-03	ISSUED FOR BUILDING PERMIT
2	05-07-03	UPDATED AS INSTALLED TUNNEL LOCATION
3	08-21-03	UPDATED W18 BEAMS FOR HOPPER INTERFERENCE

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVED. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

**SHEET TITLE
CONVEYOR TUNNEL
STRUCTURAL STEEL FRAMING
PLAN AND SECTIONS**

ISSUED	01-09-03	SCALE	AS NOTED
DRAWN	S. ULMANN	CHECKED	WGS
CONTRACT NO.	DRAWING NO.		

A2-133 S-1



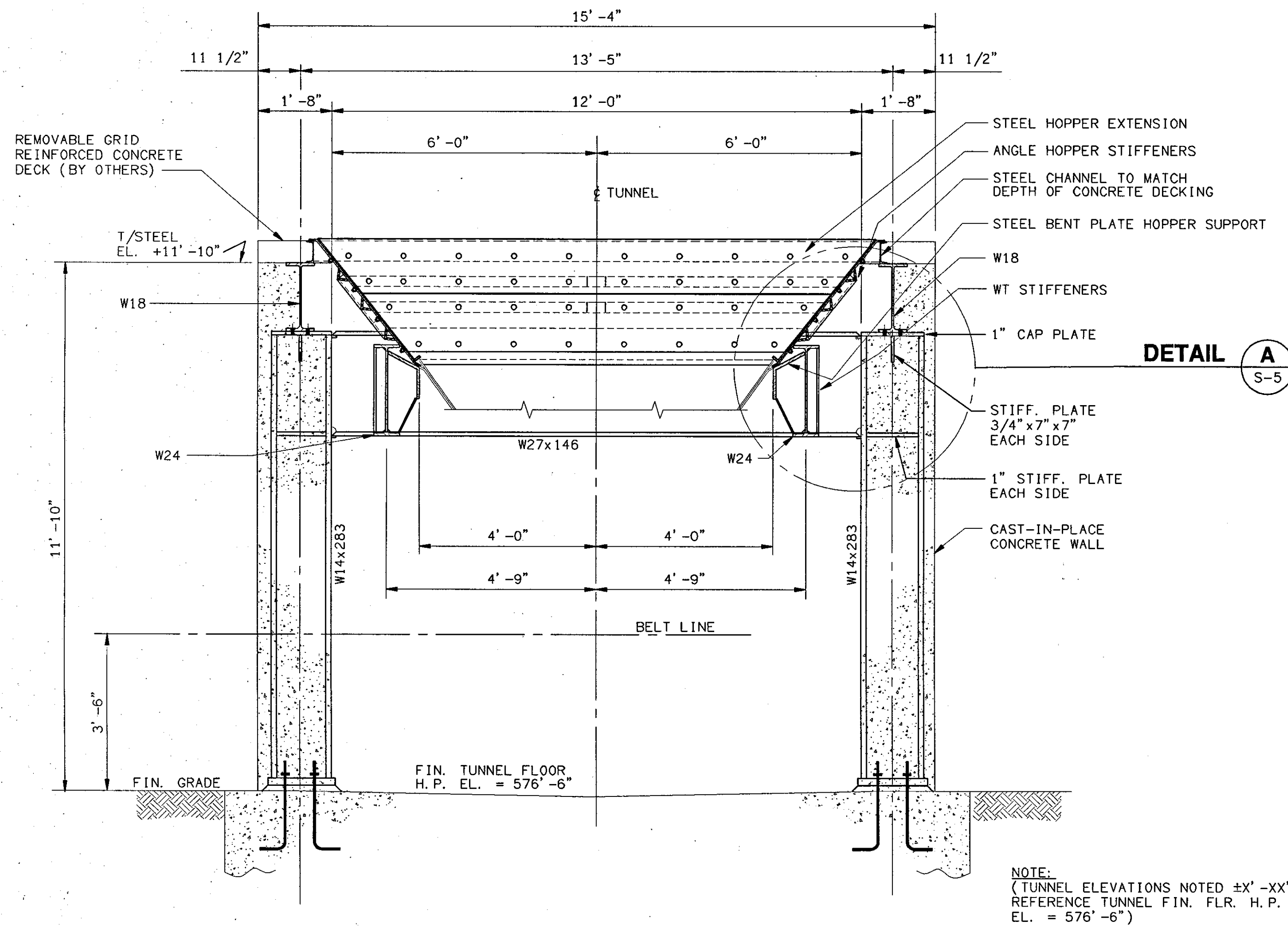
TYPICAL TUNNEL SEGMENT FRAMING PLAN SCALE: 1/4"=1'-0"
SECTION 1-1 SCALE: 1/2"=1'-0"
SECTION 2-2 TYPICAL BASE PLATE DETAIL SCALE: 1 1/2"=1'-0"

ISSUED

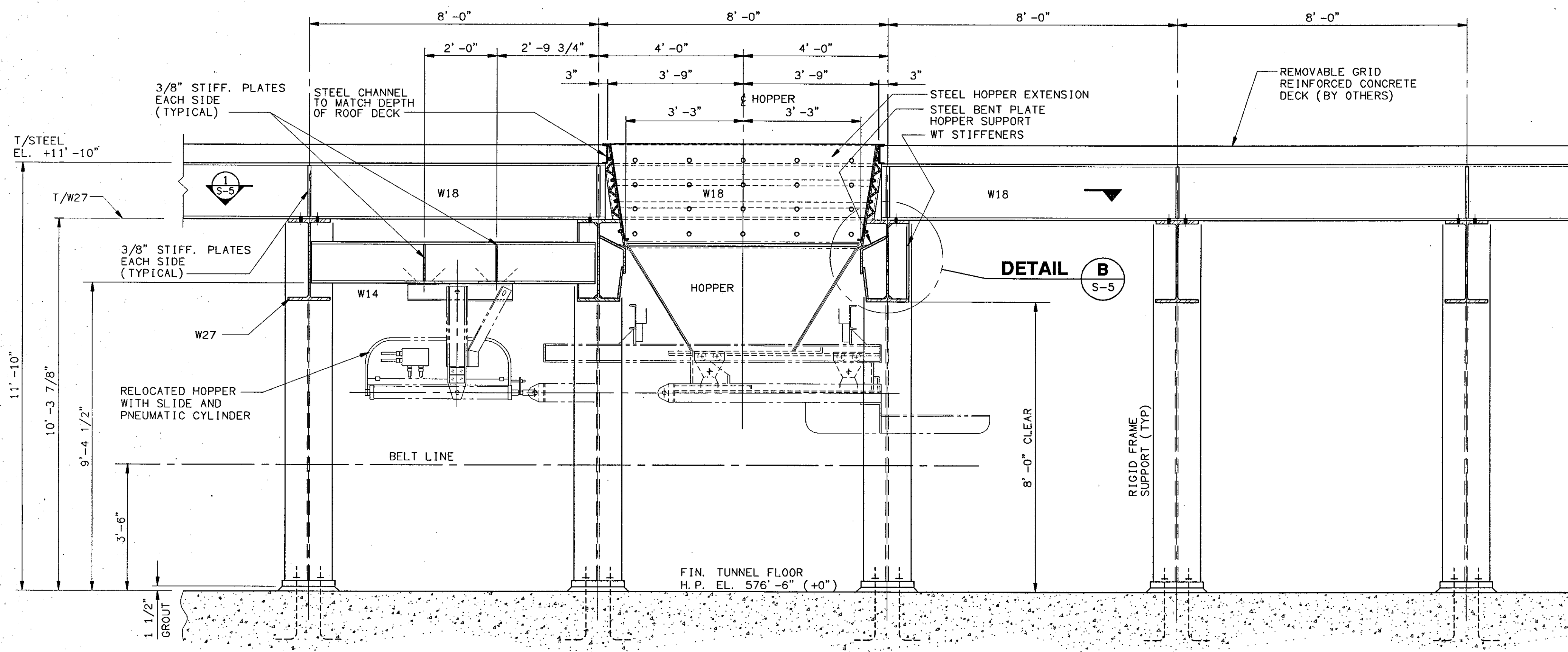
NO.	DATE	DESCRIPTION
A	01-09-03	ISSUED FOR REVIEW
O	02-04-03	ISSUED FOR CONSTRUCTION
1	03-13-03	ISSUED FOR BUILDING PERMIT

STRUCTURAL STEEL GENERAL NOTES

- STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING ASTM STANDARDS: WIDE FLANGE AND WT SHAPES: ASTM A992 (Fy=50 KSI) PLATES, BARS, RODS, CHANNELS AND ANGLES: ASTM A36 (Fy=36 KSI)
- STRUCTURAL STEEL FOR HOPPER LINER PLATES SHALL BE AR MEDIUM HARD ABRASIVE RESISTANT PLATES. CHEMICAL COMPOSITION SHALL BE:
BHN 212/255
- STRUCTURAL STEEL SHALL BE DETAILED, FURNISHED, FABRICATED, AND ERECTED IN ACCORDANCE WITH THE CURRENT PROVISIONS OF ALL APPLICABLE A. I. S. C. SPECIFICATIONS AND CODES OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES AND THE A. I. S. C. STRUCTURAL STEEL DETAILING MANUAL.
- ALL BOLTS, UNLESS NOTED OTHERWISE, SHALL BE TIGHTENED TO A SNUG TIGHT CONDITION AS DEFINED IN SECTION 8 (C) OF THE "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS" U. N. O.
- FIELD CONNECTIONS SHALL BE BEARING TYPE CONNECTIONS USING 3/4" DIAMETER ASTM A325N HIGH STRENGTH BOLTS WITH THREADS INCLUDED IN THE SHEAR PLANE, UNLESS OTHERWISE NOTED.
- ALL WELDING SHALL BE EXECUTED IN ACCORDANCE WITH THE CURRENT AMERICAN WELDING SOCIETY STRUCTURAL WELDING CODE D1.1 AND USING E70XX ELECTRODES. ALL WELDERS SHALL BE CERTIFIED FOR THE TYPE OF WELDING BEING PERFORMED. EVIDENCE OF WELDER CERTIFICATION SHALL BE SUPPLIED WHEN REQUESTED BY THE ARCHITECT/ENGINEER.
- PROVIDE ONE SHOP COAT OF RUST INHIBITIVE PRIMER FOR ALL STRUCTURAL STEEL.
- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR REVIEW.
- CONTRACTOR TO DETERMINE WITH SHOP STEEL FABRICATOR THE OPTIMUM SHOP ASSEMBLY OF TUNNEL SECTIONS.
- DESIGN LOADS:
HEIGHT OF ORE PILE ABOVE TUNNEL FLOOR 70 FEET
UNIT WEIGHT OF ORE 140 P. C. F.
ANGLE OF REPOSE 27°



1 CROSS SECTION THRU HOPPER
SCALE: 1/2"=1'-0"



2 LONGITUDINAL SECTION THRU TUNNEL
SCALE: 1/2"=1'-0"

NOTE:
(TUNNEL ELEVATIONS NOTED ±X'-XX"
REFERENCE TUNNEL FIN. FLR. H.P.
EL. = 576'-6")

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

CLEVELAND BULK TERMINAL IRON ORE PELLET TRANSHIPMENT FACILITY

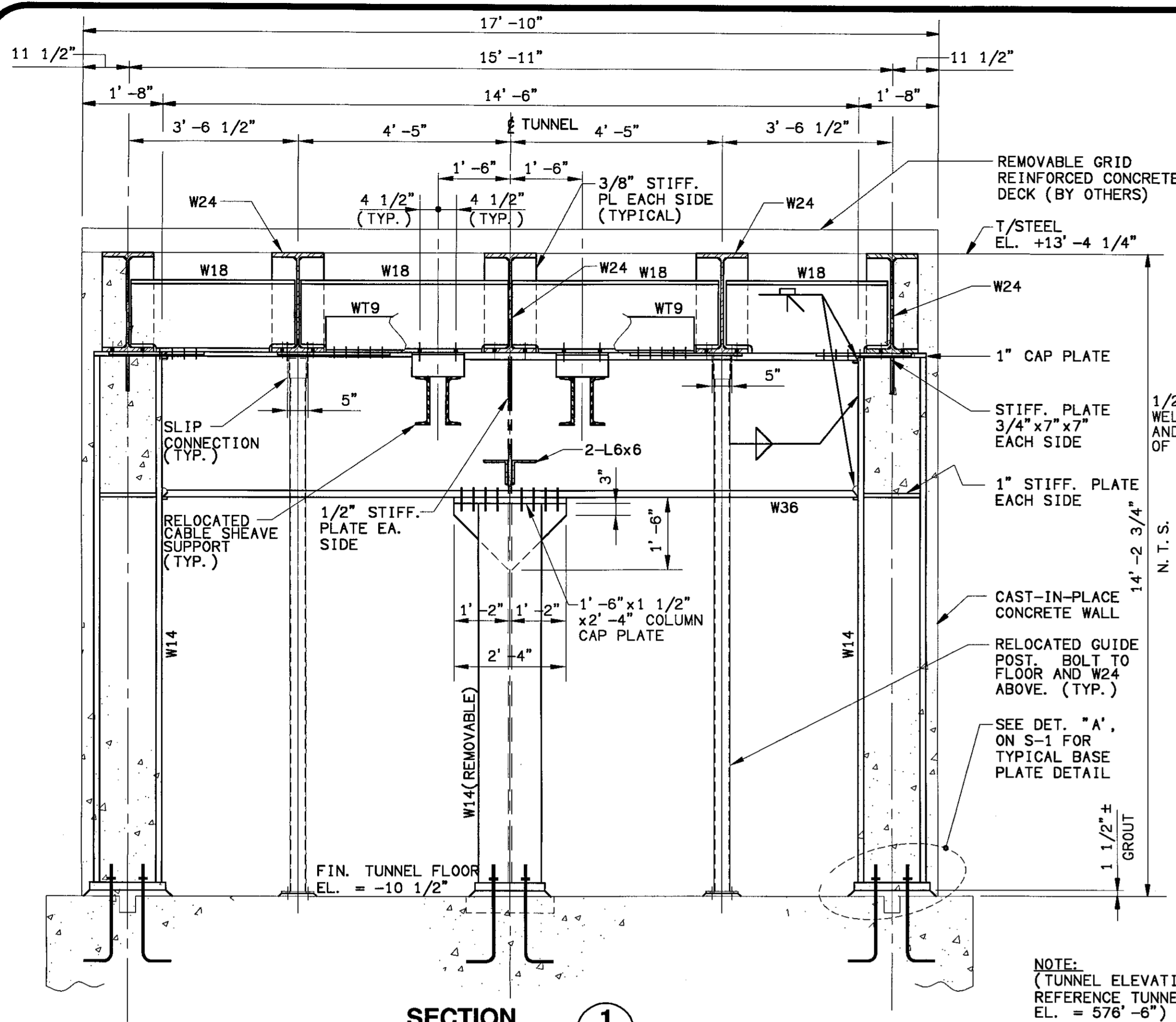
ISSUED	
NO.	DESCRIPTION
A	01-09-03 ISSUED FOR REVIEW
0	02-04-03 ISSUED FOR CONSTRUCTION
1	03-13-03 ISSUED FOR BUILDING PERMIT
2	05-07-03 UPDATED DIMENSION

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

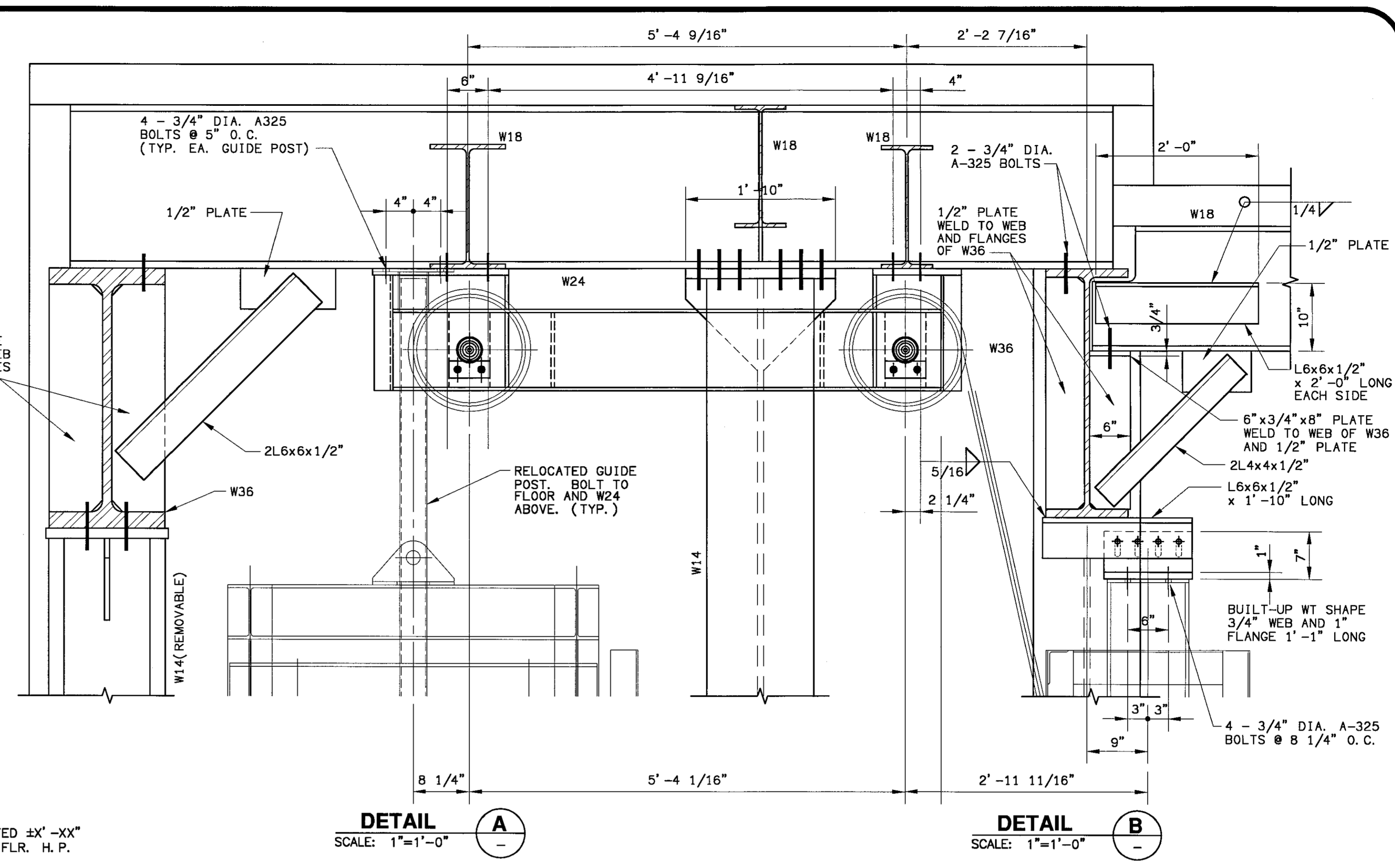
SHEET TITLE
TYPICAL SECTIONS THROUGH WEST END OF TUNNEL

ISSUED	DATE	SCALE	AS NOTED
DRAWN	G. MARKOWSKI	CHECKED	WCS
CONTRACT NO.		CHECKED	CONTRACT NO.

A2-133 S-3

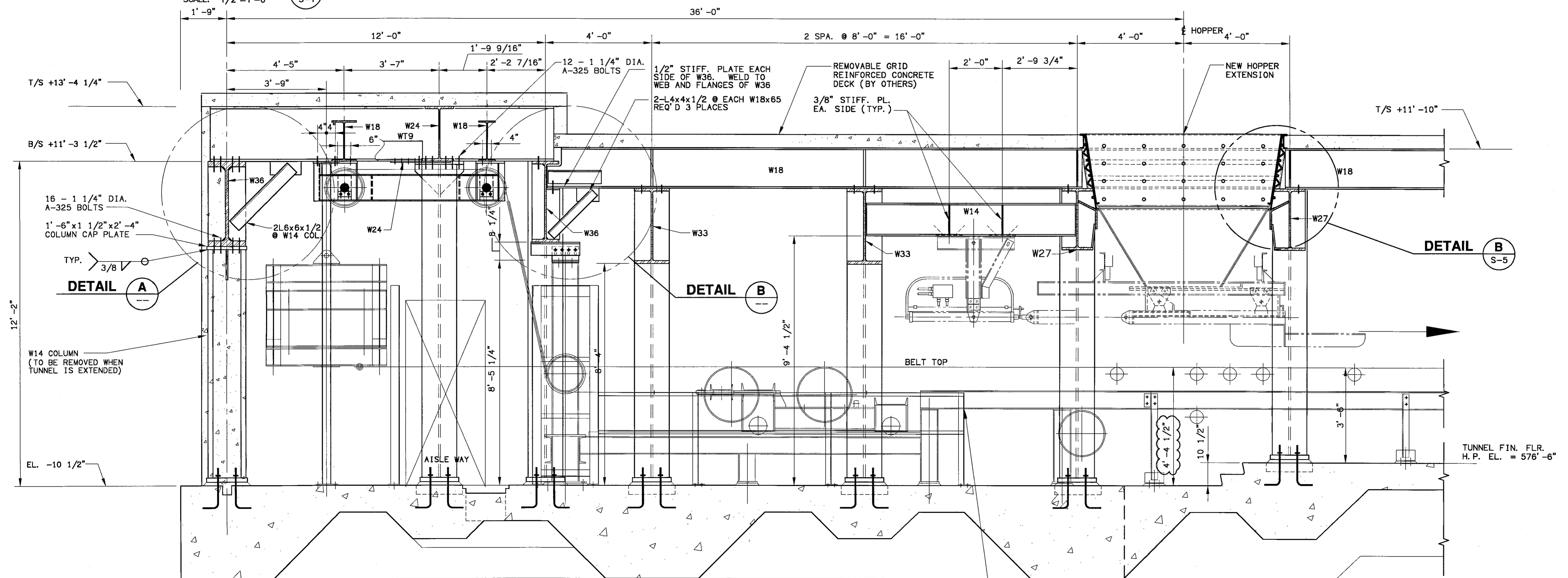


SECTION 1
SCALE: 1/2"=1'-0"
S-1



DETAIL A
SCALE: 1"=1'-0"

DETAIL B
SCALE: 1"=1'-0"



SECTION 2
SCALE: 1/2"=1'-0"
S-1

TAIL END OF CONVEYOR C-1 WITH TAKE-UP SECTION AND COUNTERWEIGHT TO BE RELOCATED AND REWORKED FROM LORAIN PELLET TERMINAL. SEE MATERIAL HANDLING DRAWINGS (MH-) FOR DETAILS.

- NOTE:**
- EXISTING COUNTERWEIGHT FRAME WEIGHTS APPROXIMATELY 1500 POUNDS
 - REQUIRES APPROXIMATELY 335 PLATES TO REACH DESIRED 16 TON TAKEUP WEIGHT *

NOTE:
(TUNNEL ELEVATIONS NOTED ±X'-XX"
REFERENCE TUNNEL FIN. FLR. H. P.
EL. = 576'-6")

**CLEVELAND BULK TERMINAL
IRON ORE PELLET
TRANSHIPMENT FACILITY**

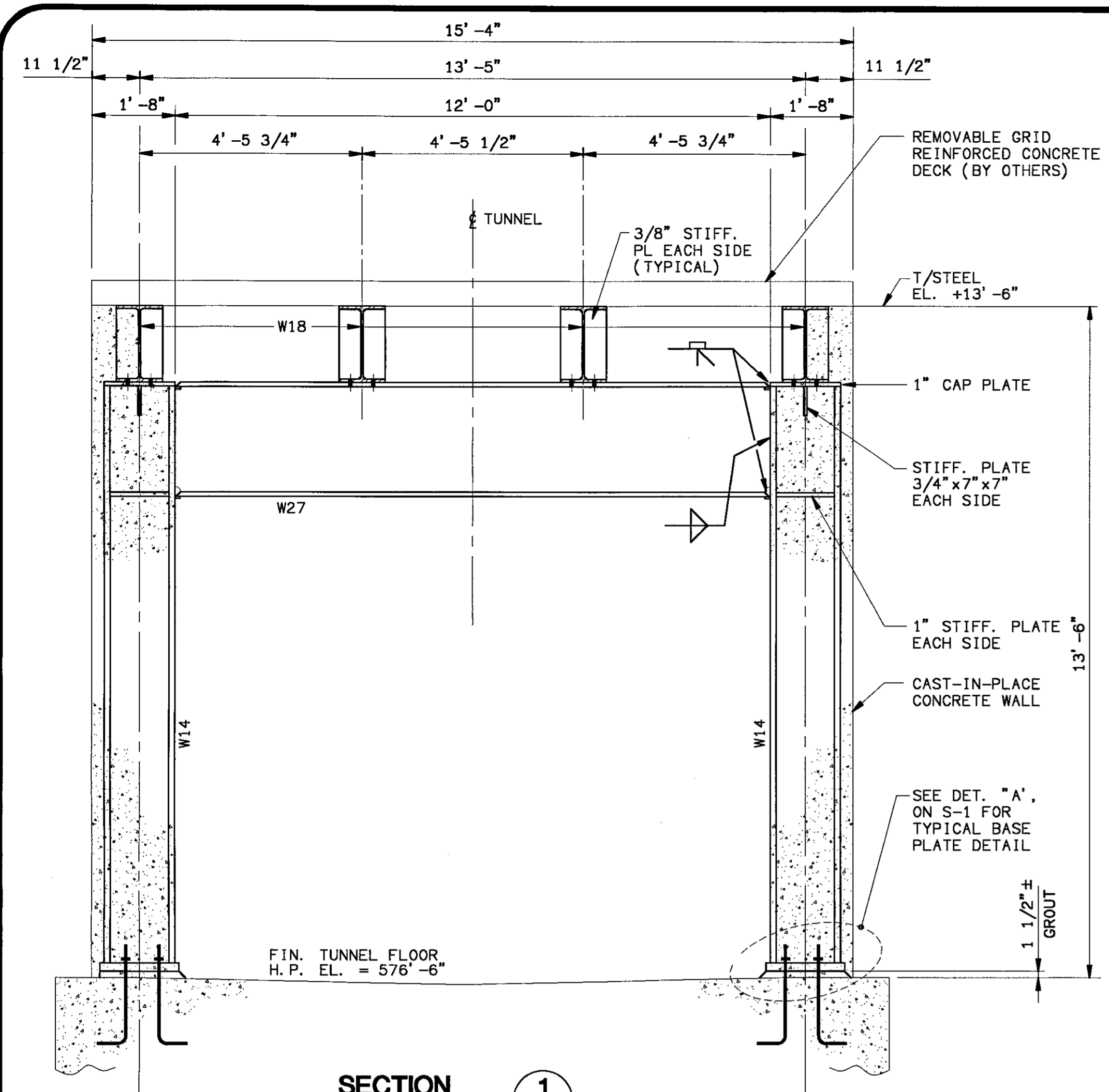
ISSUED		
NO.	DATE	DESCRIPTION
A	01-09-03	ISSUED FOR REVIEW
0	02-04-03	ISSUED FOR CONSTRUCTION
1	03-13-03	ISSUED FOR BUILDING PERMIT
2	05-07-03	UPDATED BELT LINE DUE TO AS INSTALLED TUNNEL LOCATION

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATING OR PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

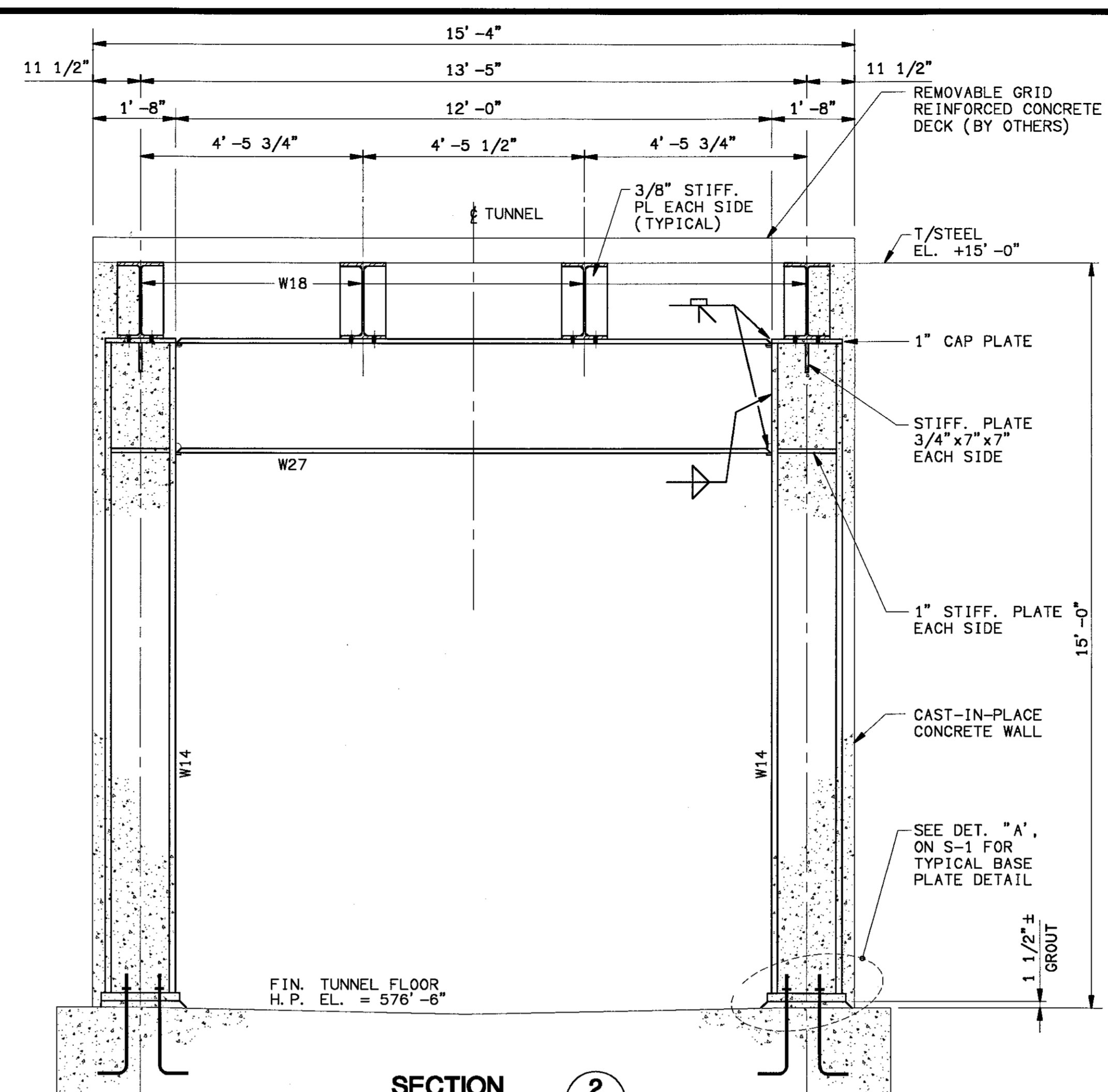
SHEET TITLE
**TYPICAL SECTIONS
THROUGH EAST END
OF TUNNEL**

ISSUED	01-09-03	SCALE	AS NOTED
DRAWN	S. ULMANN	CHECKED	WGS
CONTRACT NO.		DRAWING NO.	

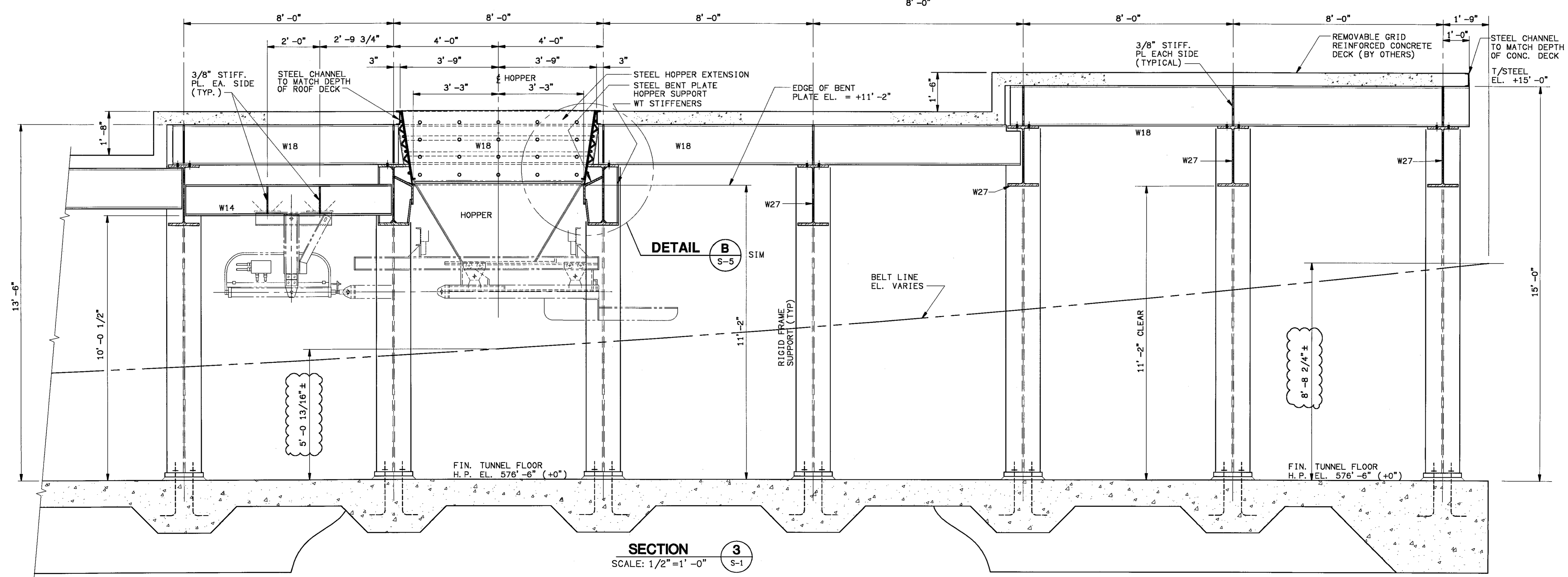
A2-133 **S-4**



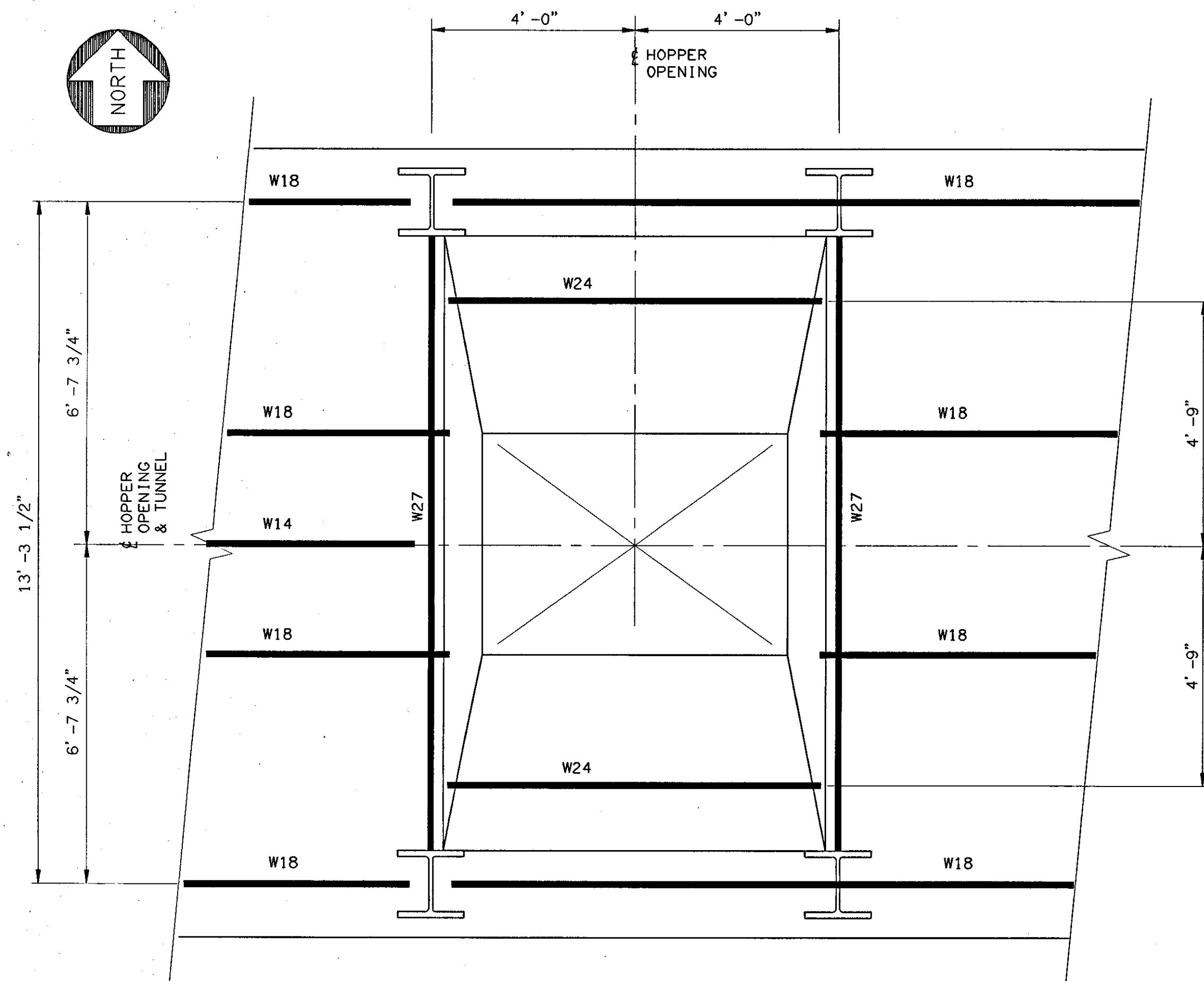
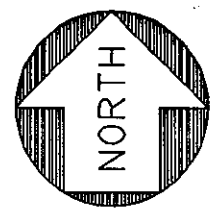
SECTION 1
SCALE: 1/2" = 1'-0"



SECTION 2
SCALE: 1/2" = 1'-0"

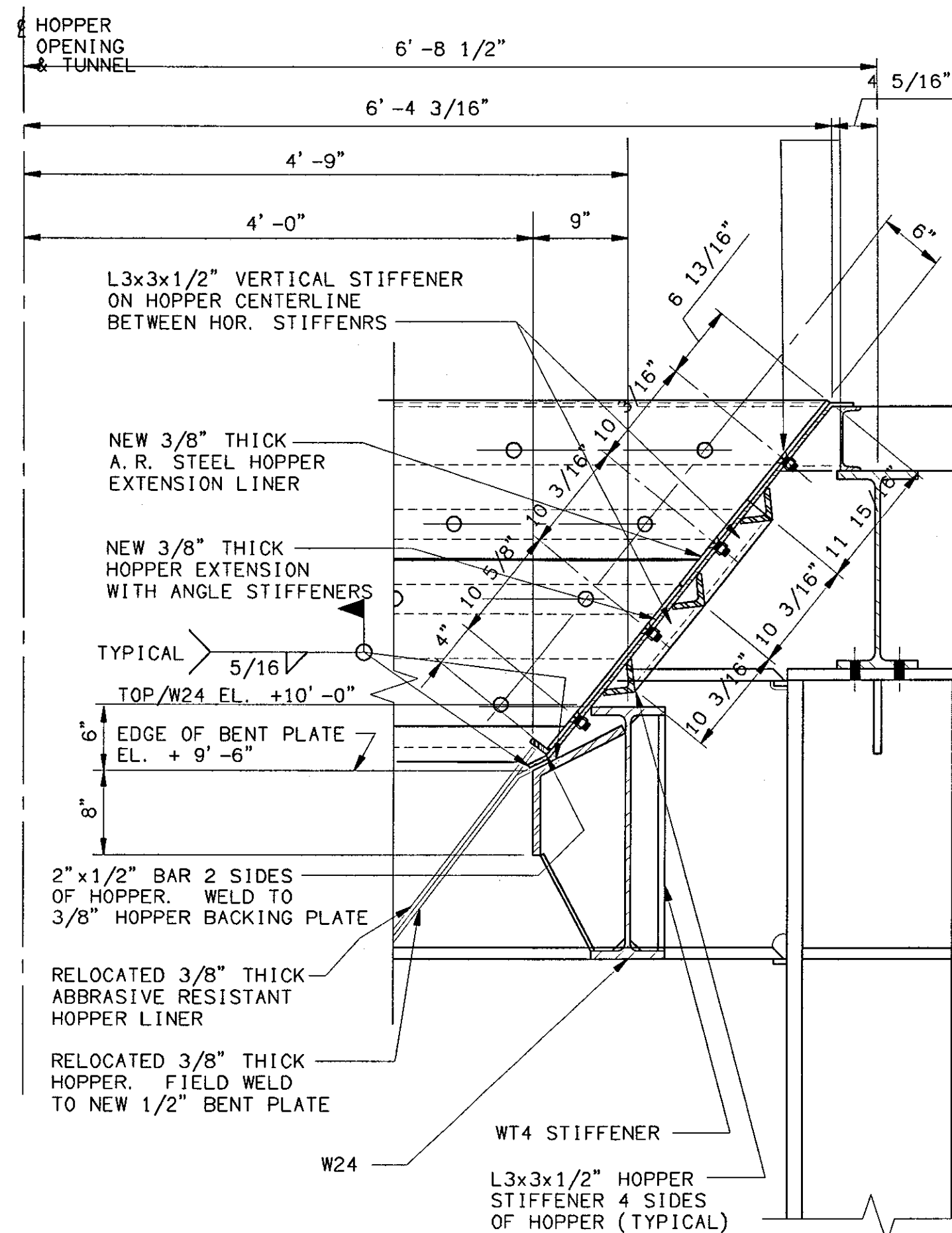


SECTION 3
SCALE: 1/2" = 1'-0"



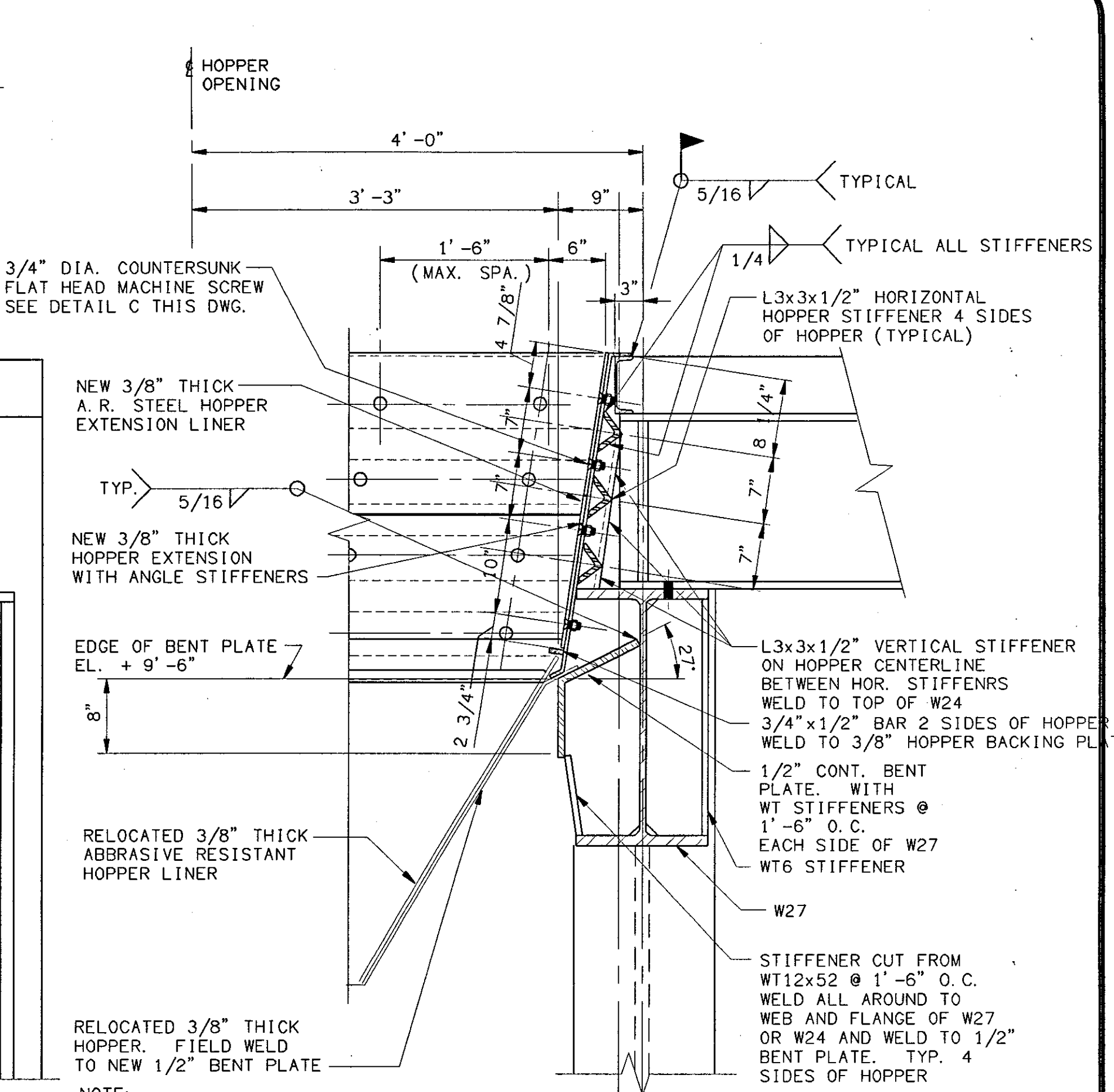
TYPICAL HOPPER FRAMING PLAN

SCALE: 1/2"=1'-0"



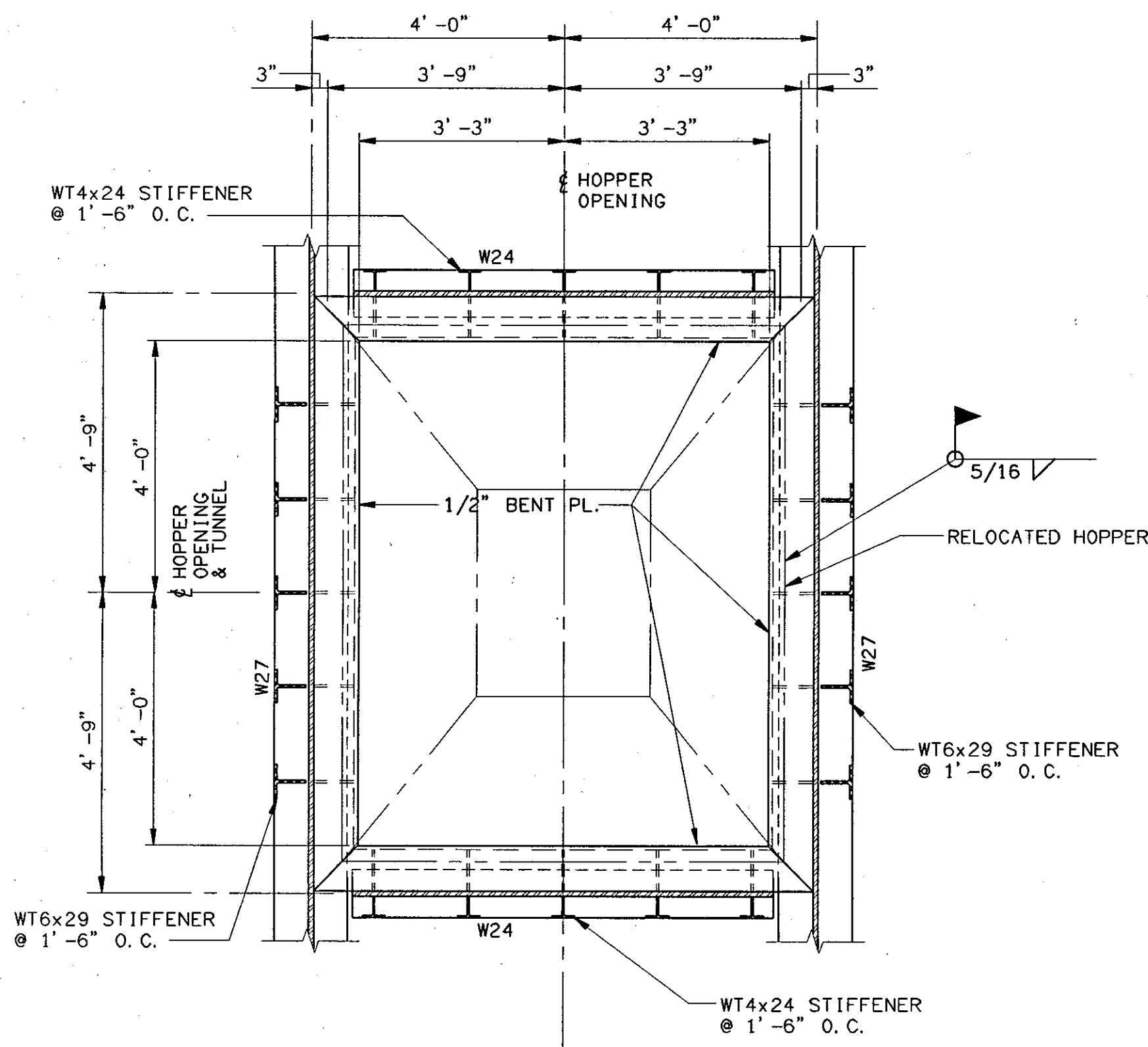
NOTE:
PROVIDE 3/8" THICK PLATES
AT ALL HOPPER STIFFENER
CORNERS

DETAIL A
SCALE: 1"=1'-0" S-2



NOTE:
PROVIDE 3/8" THICK PLATES
AT ALL HOPPER STIFFENER
CORNERS

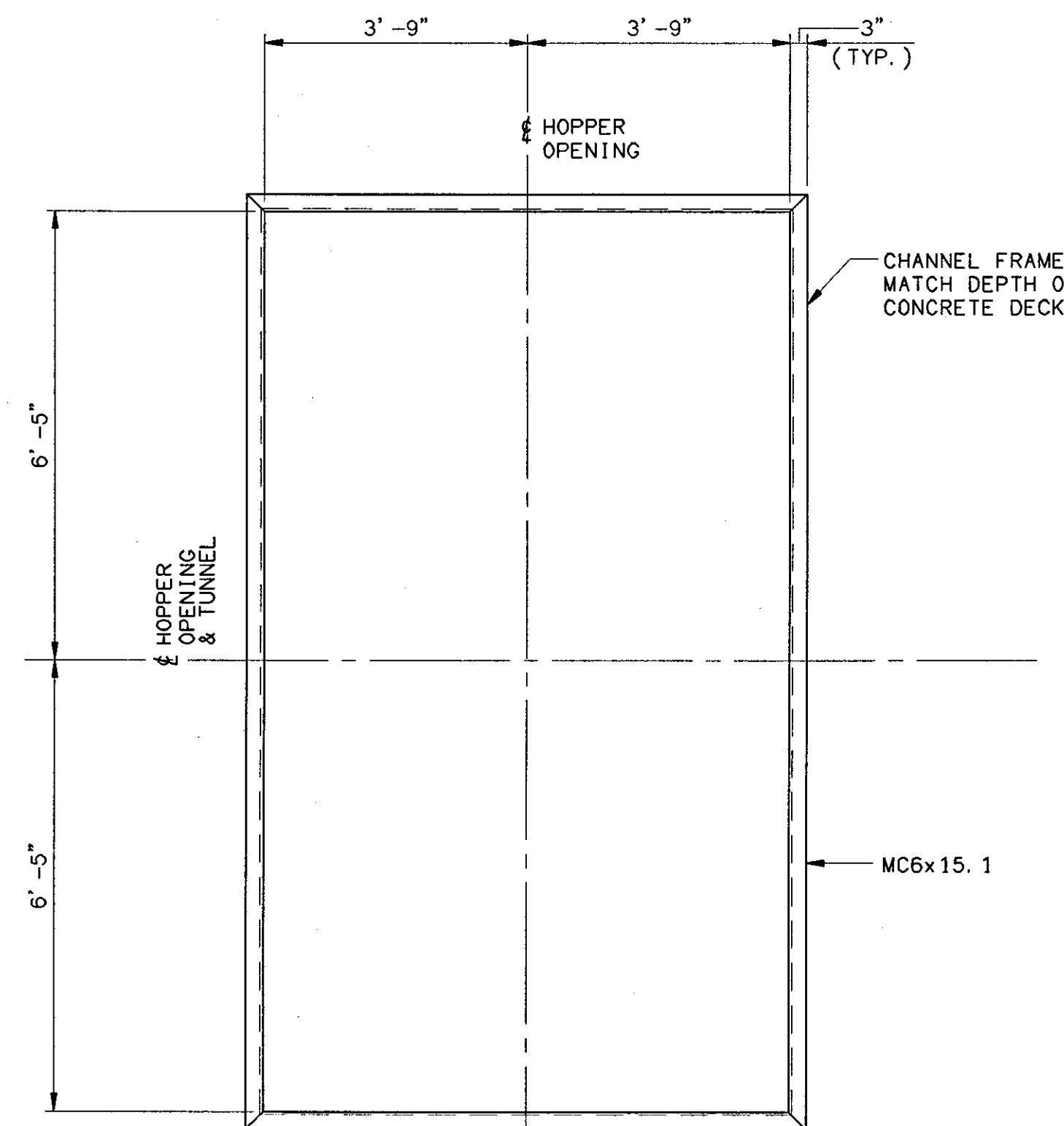
DETAIL B
SCALE: 1"=1'-0" S-2 S-3, S-4



SECTION 1

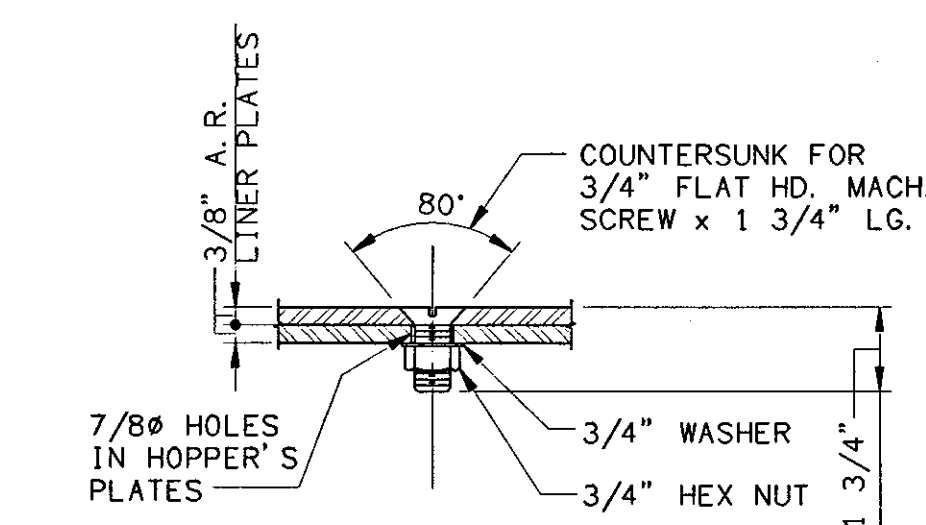
TYPICAL HOPPER LOWER FRAMING PLAN

SCALE: 1/2"=1'-0"



TYPICAL HOPPER UPPER FRAMING PLAN

SCALE: 1/2"=1'-0"



DETAIL C
SCALE: 3"=1'-0"

ISSUED		
NO.	DATE	DESCRIPTION
A	01-09-03	ISSUED FOR REVIEW
0	02-04-03	ISSUED FOR CONSTRUCTION
1	03-13-03	ISSUED FOR BUILDING PERMIT

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

SHEET TITLE
HOPPER FRAMING PLAN AND DETAILS

ISSUED	01-09-03	SCALE	AS NOTED
DRAWN	C. MARKOWSKI	CHECKED	WGS
CONTRACT NO.	DRAWING NO.		

A2-133 S-5

**CLEVELAND BULK TERMINAL
IRON ORE PELLET
TRANSHIPMENT FACILITY**

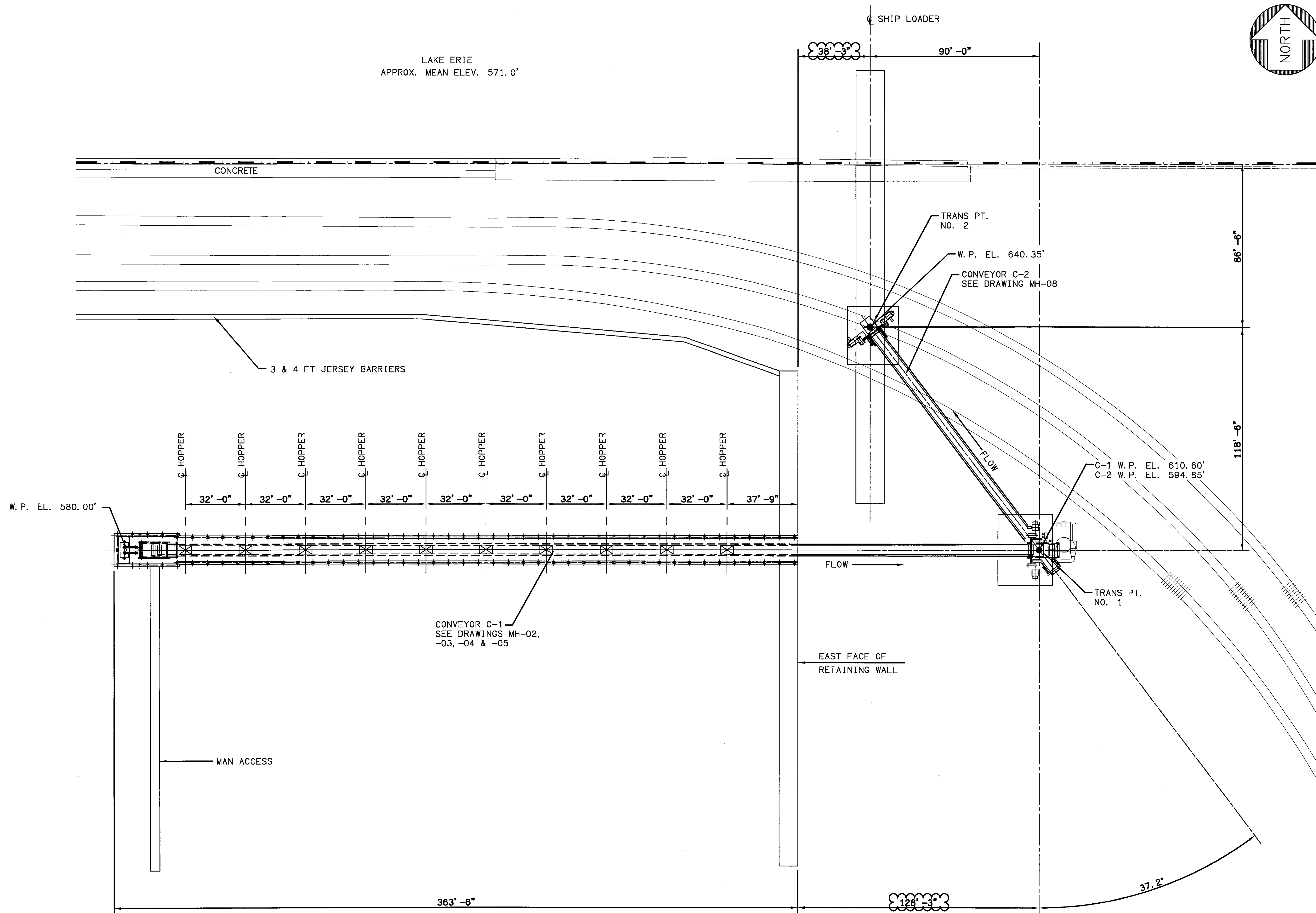
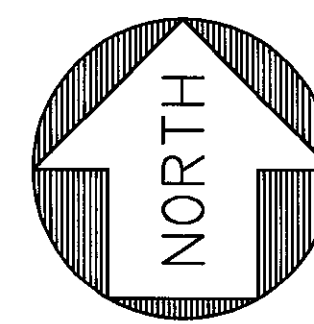
ISSUED

NO.	DATE	DESCRIPTION
0	02-03-03	RELEASED TO HHW
1	02-18-03	ISSUED FOR CONSTRUCTION
2	03-13-03	ISSUED FOR BUILDING PERMIT
3	04-18-03	REVISED WP TO WP CONV C-1

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

SHEET TITLE
**CLEVELAND BULK TERMINAL
GENERAL ARRANGEMENT**

ISSUED 02-18-03	SCALE 1" = 24' - 0"
DRAWN H&A/EYK	CHECKED
CONTRACT NO.	DRAWING NO.
A2-133	MH-01



LAKE ERIE
APPROX. MEAN ELEV. 571.0'

CONCRETE

3 & 4 FT JERSEY BARRIERS

HOPPER HOPPER HOPPER HOPPER HOPPER HOPPER HOPPER HOPPER HOPPER HOPPER HOPPER

W. P. EL. 580.00'

CONVEYOR C-1
SEE DRAWINGS MH-02,
-03, -04 & -05

MAN ACCESS

SHIP LOADER

TRANS. PT.
NO. 2

W. P. EL. 640.35'

CONVEYOR C-2
SEE DRAWING MH-08

86'-6"

118'-6"

C-1 W. P. EL. 610.60'
C-2 W. P. EL. 594.85'

TRANS. PT.
NO. 1

EAST FACE OF
RETAINING WALL

363'-6"

37.2'

128'-3"

ISSUED		
NO.	DATE	DESCRIPTION

JAN 23 2003

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

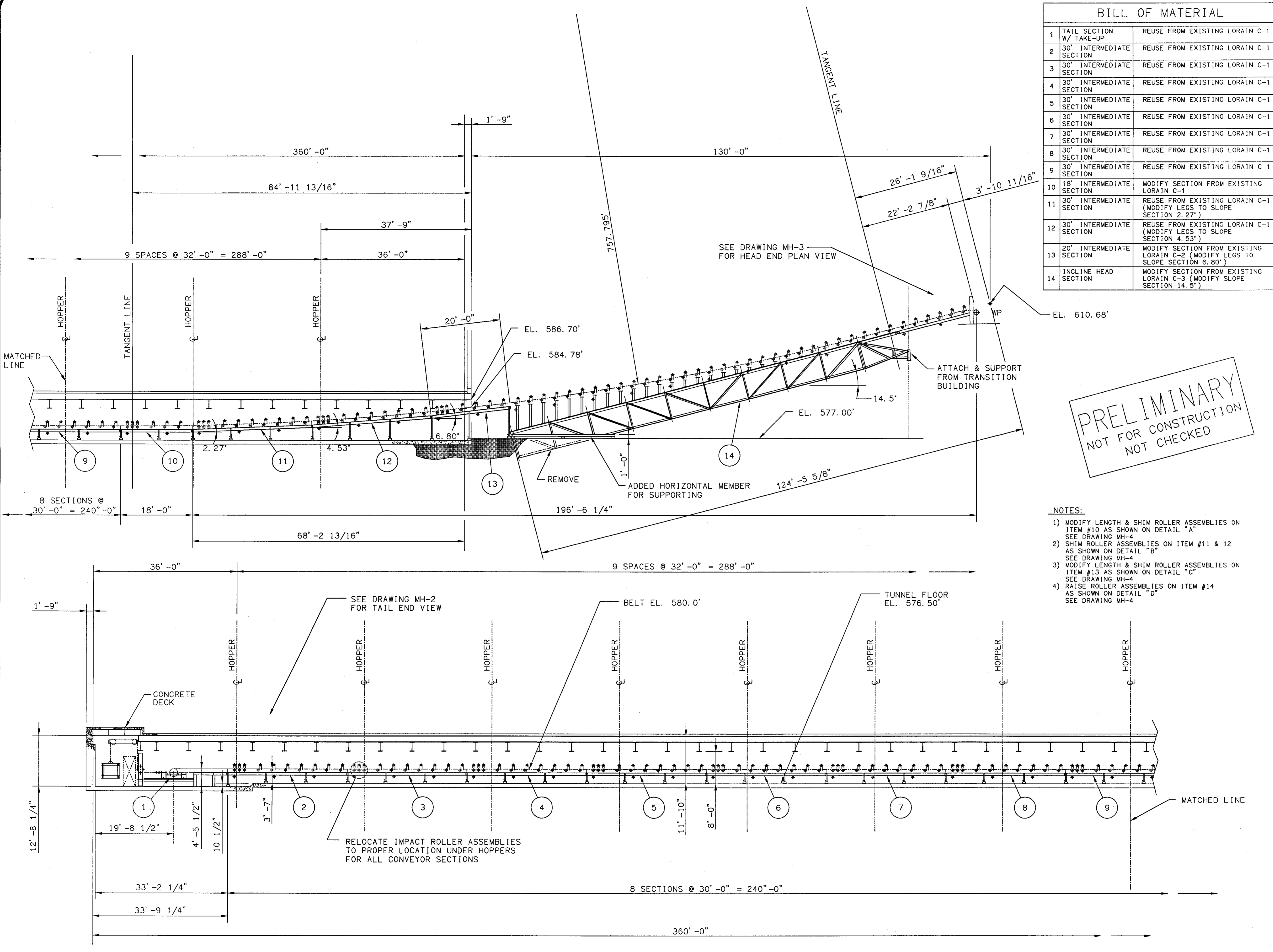
SHEET TITLE
NEW CONVEYOR C-1
GENERAL ARRANGEMENT

ISSUED	SCALE 3/32" = 1' - 0"
DRAWN H&A/EYK	CHECKED
CONTRACT NO.	DRAWING NO. MH-1

BILL OF MATERIAL		
1	TAIL SECTION W/ TAKE-UP	REUSE FROM EXISTING LORAIN C-1
2	30' INTERMEDIATE SECTION	REUSE FROM EXISTING LORAIN C-1
3	30' INTERMEDIATE SECTION	REUSE FROM EXISTING LORAIN C-1
4	30' INTERMEDIATE SECTION	REUSE FROM EXISTING LORAIN C-1
5	30' INTERMEDIATE SECTION	REUSE FROM EXISTING LORAIN C-1
6	30' INTERMEDIATE SECTION	REUSE FROM EXISTING LORAIN C-1
7	30' INTERMEDIATE SECTION	REUSE FROM EXISTING LORAIN C-1
8	30' INTERMEDIATE SECTION	REUSE FROM EXISTING LORAIN C-1
9	30' INTERMEDIATE SECTION	REUSE FROM EXISTING LORAIN C-1
10	18' INTERMEDIATE SECTION	MODIFY SECTION FROM EXISTING LORAIN C-1
11	30' INTERMEDIATE SECTION	REUSE FROM EXISTING LORAIN C-1 (MODIFY LEGS TO SLOPE SECTION 2.27')
12	30' INTERMEDIATE SECTION	REUSE FROM EXISTING LORAIN C-1 (MODIFY LEGS TO SLOPE SECTION 4.53')
13	20' INTERMEDIATE SECTION	MODIFY SECTION FROM EXISTING LORAIN C-2 (MODIFY LEGS TO SLOPE SECTION 6.80')
14	INCLINE HEAD SECTION	MODIFY SECTION FROM EXISTING LORAIN C-3 (MODIFY SLOPE SECTION 14.5')

**PRELIMINARY
NOT FOR CONSTRUCTION
NOT CHECKED**

- NOTES:**
- 1) MODIFY LENGTH & SHIM ROLLER ASSEMBLIES ON ITEM #10 AS SHOWN ON DETAIL "A" SEE DRAWING MH-4
 - 2) SHIM ROLLER ASSEMBLIES ON ITEM #11 & 12 AS SHOWN ON DETAIL "B" SEE DRAWING MH-4
 - 3) MODIFY LENGTH & SHIM ROLLER ASSEMBLIES ON ITEM #13 AS SHOWN ON DETAIL "C" SEE DRAWING MH-4
 - 4) RAISE ROLLER ASSEMBLIES ON ITEM #14 AS SHOWN ON DETAIL "D" SEE DRAWING MH-4



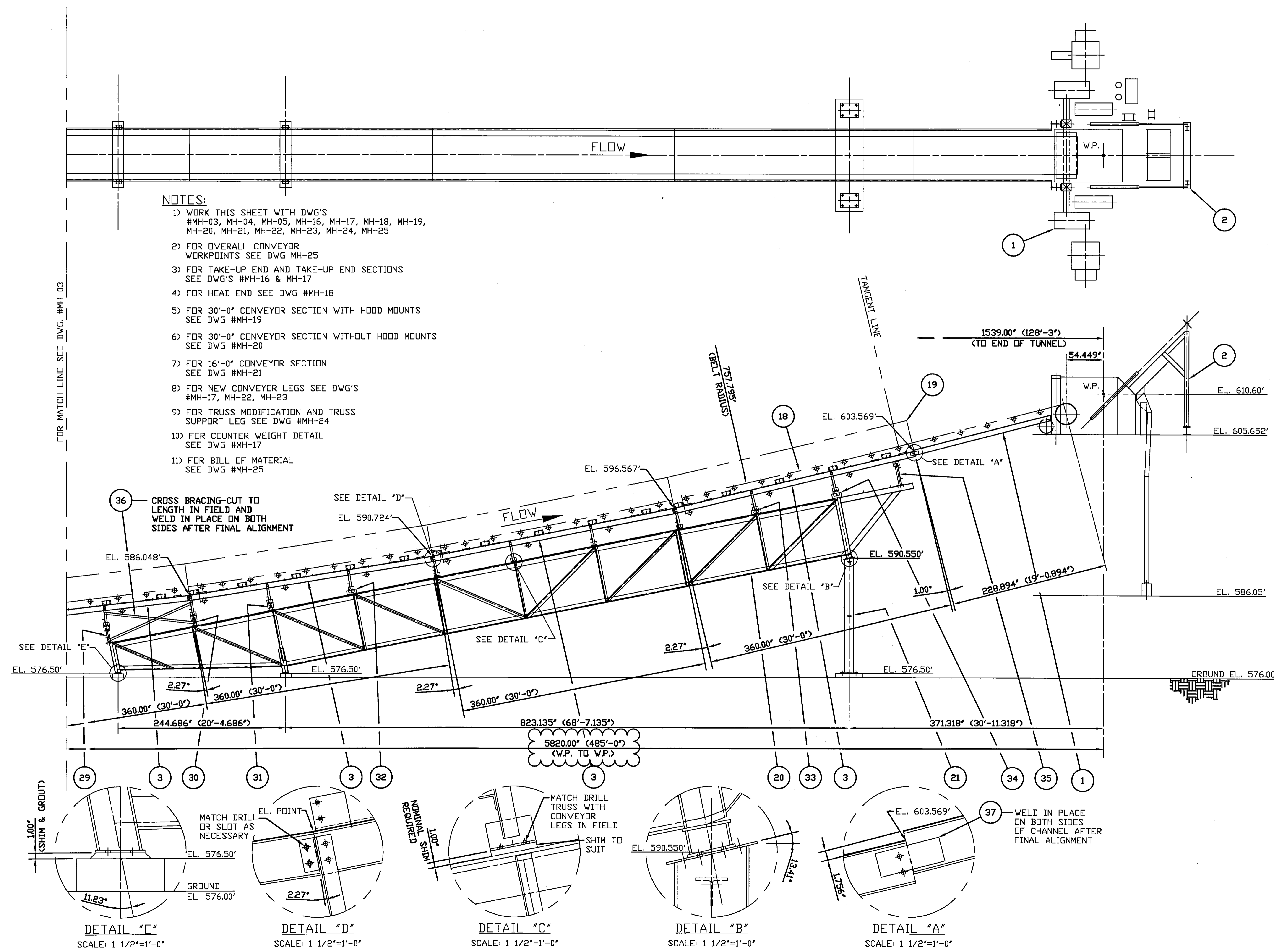
**CLEVELAND BULK TERMINAL
IRON ORE PELLET
TRANSHIPMENT FACILITY**

ISSUED		
NO.	DATE	DESCRIPTION
0	02/03/03	RELEASED TO HWH
1	02-18-03	ISSUED FOR CONSTRUCTION
2	03-13-03	ISSUED FOR BUILDING PERMIT
3	04-18-03	REVISED WP TO WP CONV. C-1

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

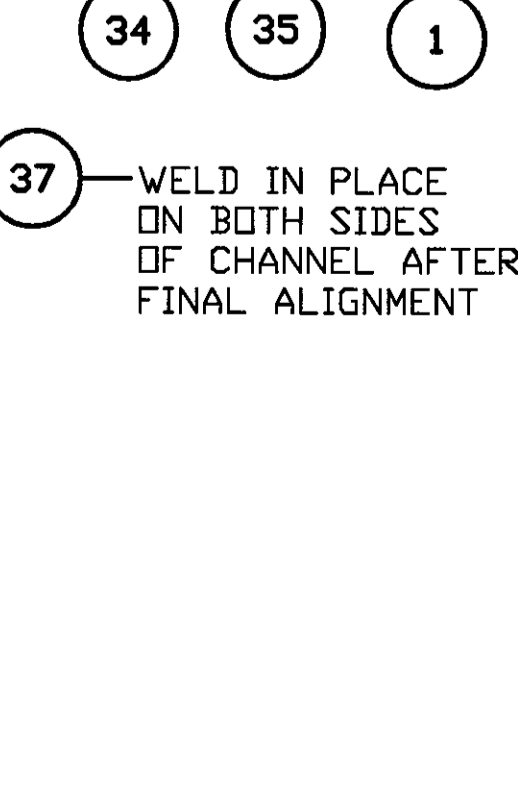
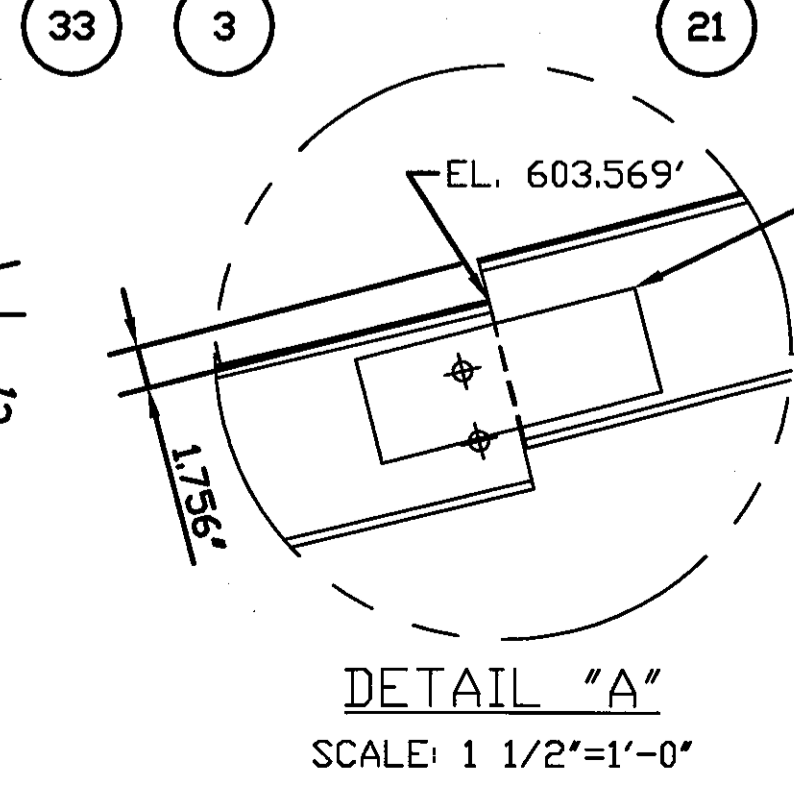
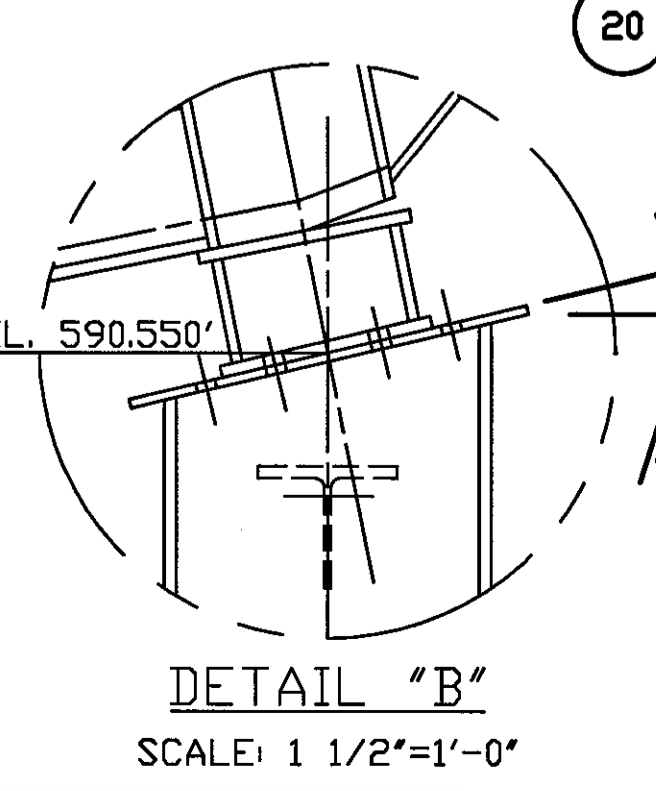
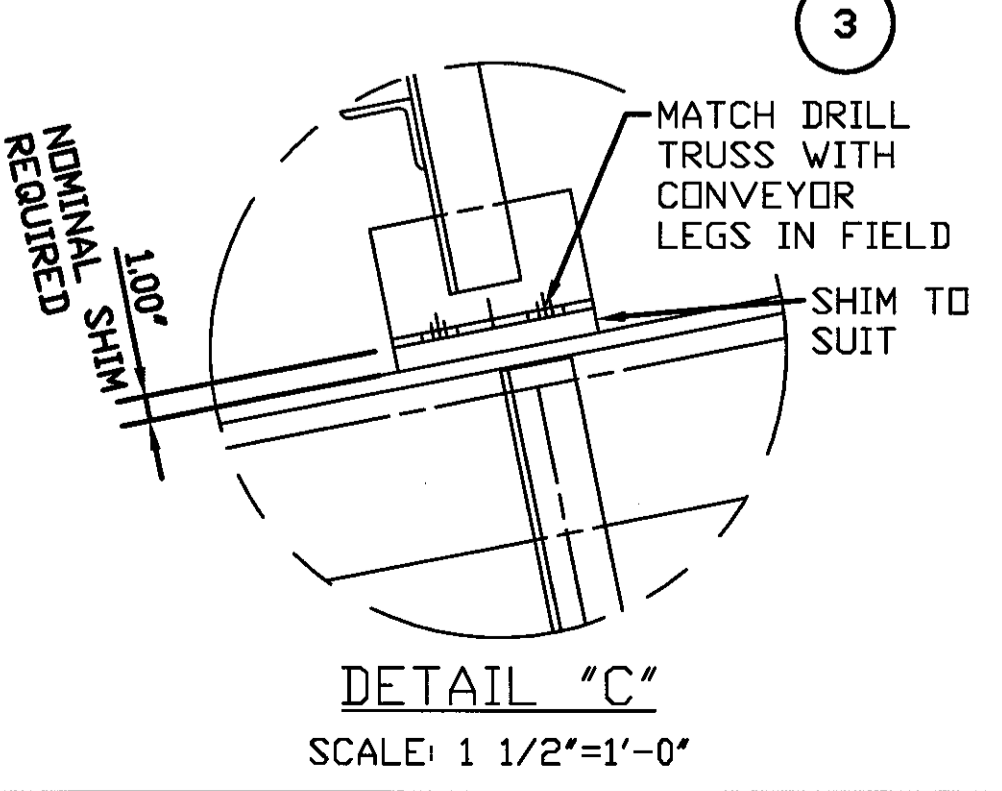
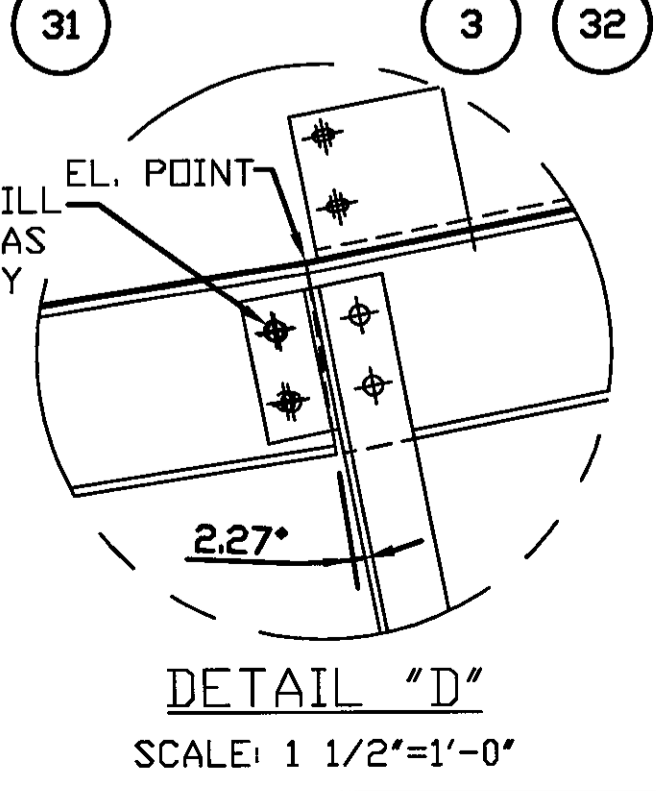
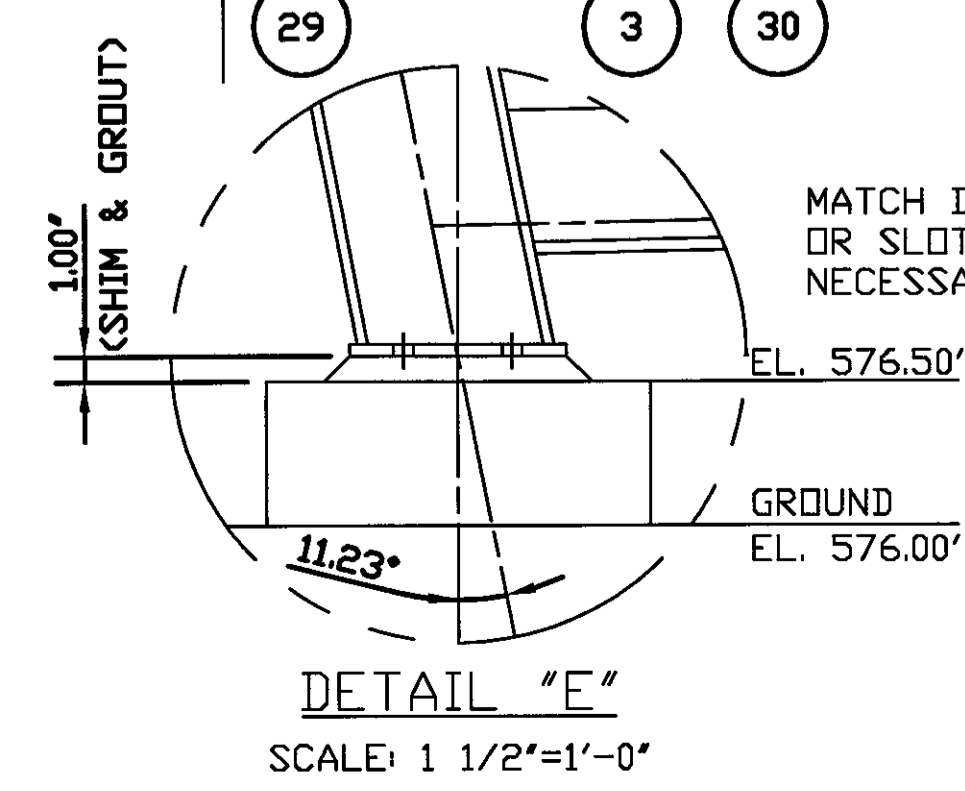
SHEET TITLE
**NEW CONVEYOR #CBT C-1
- GENERAL ARRANGEMENT
(SHEET 1 OF 4)**

ISSUED 02-18-03	SCALE 3/16"=1'-0"
DRAWN H&A/MJL	CHECKED
CONTRACT NO. A2-133	DRAWING NO. MH-02



- NOTES:**
- 1) WORK THIS SHEET WITH DWG'S #MH-03, MH-04, MH-05, MH-16, MH-17, MH-18, MH-19, MH-20, MH-21, MH-22, MH-23, MH-24, MH-25
 - 2) FOR OVERALL CONVEYOR WORKPOINTS SEE DWG MH-25
 - 3) FOR TAKE-UP END AND TAKE-UP END SECTIONS SEE DWG'S #MH-16 & MH-17
 - 4) FOR HEAD END SEE DWG #MH-18
 - 5) FOR 30'-0" CONVEYOR SECTION WITH HOOD MOUNTS SEE DWG #MH-19
 - 6) FOR 30'-0" CONVEYOR SECTION WITHOUT HOOD MOUNTS SEE DWG #MH-20
 - 7) FOR 16'-0" CONVEYOR SECTION SEE DWG #MH-21
 - 8) FOR NEW CONVEYOR LEGS SEE DWG'S #MH-17, MH-22, MH-23
 - 9) FOR TRUSS MODIFICATION AND TRUSS SUPPORT LEG SEE DWG #MH-24
 - 10) FOR COUNTER WEIGHT DETAIL SEE DWG #MH-17
 - 11) FOR BILL OF MATERIAL SEE DWG #MH-25

FOR MATCH-LINE SEE DWG. #MH-03



5820.00' (485'-0")
(W.P. TO W.P.)

**CLEVELAND BULK TERMINAL
IRON ORE PELLET
TRANSHIPMENT FACILITY**

ISSUED		
NO.	DATE	DESCRIPTION

JAN 23 2003

Tetra Tech CR Inc.
200 E. Randolph Drive
Suite 4700
Chicago, IL 60601

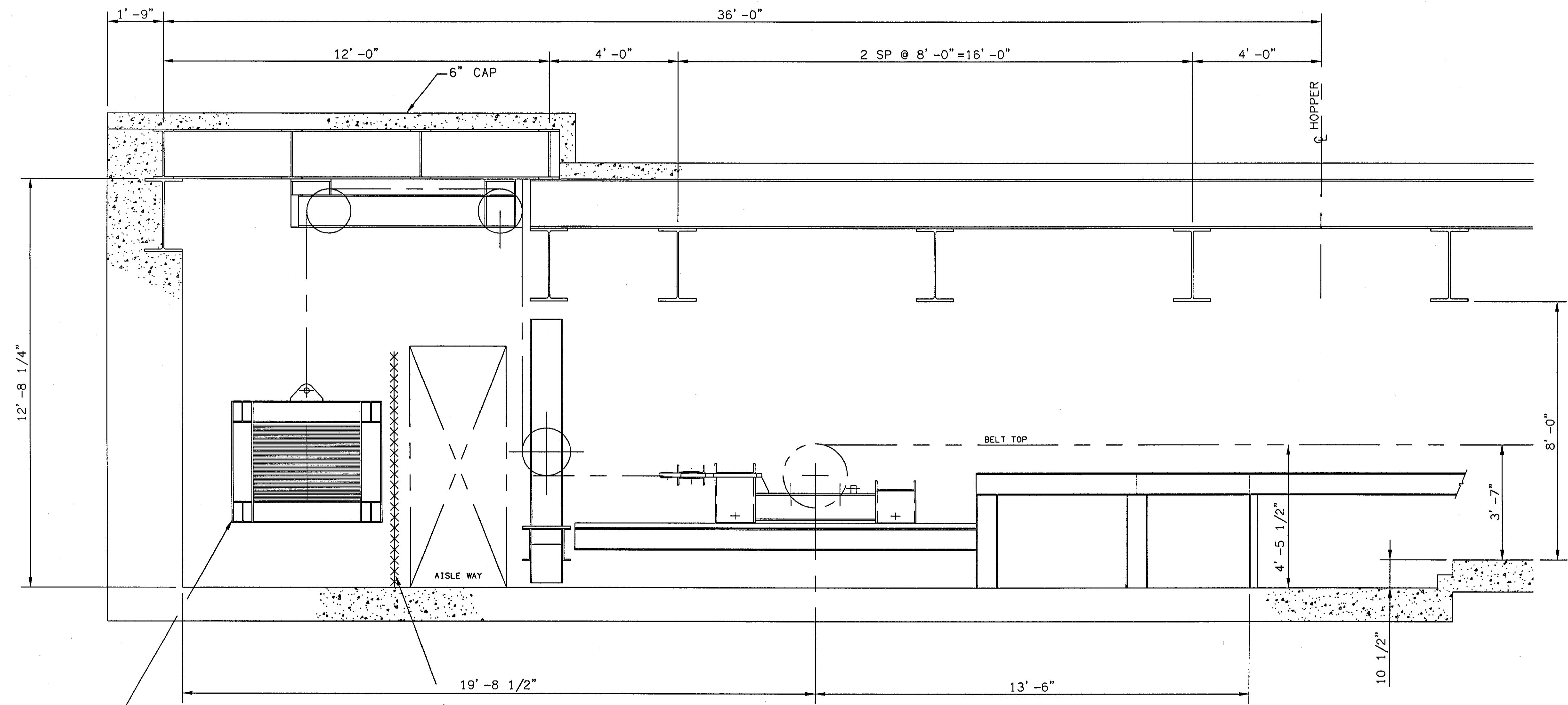
**HWH ARCHITECTS
ENGINEERS
PLANNERS**

HWH ARCHITECTS ENGINEERS PLANNERS INC.
1001 LAKESIDE AVENUE - SUITE 800
CLEVELAND, OHIO 44114

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

SHEET TITLE
CONVEYOR C-1
TAIL SECTION
W/TAKEUP

ISSUED 12-20-02	SCALE 1/2"=1'
DRAWN H&A	CHECKED ---
CONTRACT NO.	DRAWING NO. MH-02



- EXISTING COUNTERWEIGHT FRAME WEIGHS APPROXIMATELY 1500 POUNDS
- REQUIRES APPROXIMATELY 335 PLATES TO REACH DESIRED 16 TON TAKEUP WEIGHT

MODIFY SAFETY CAGE TO FIT WALL-TO-WALL

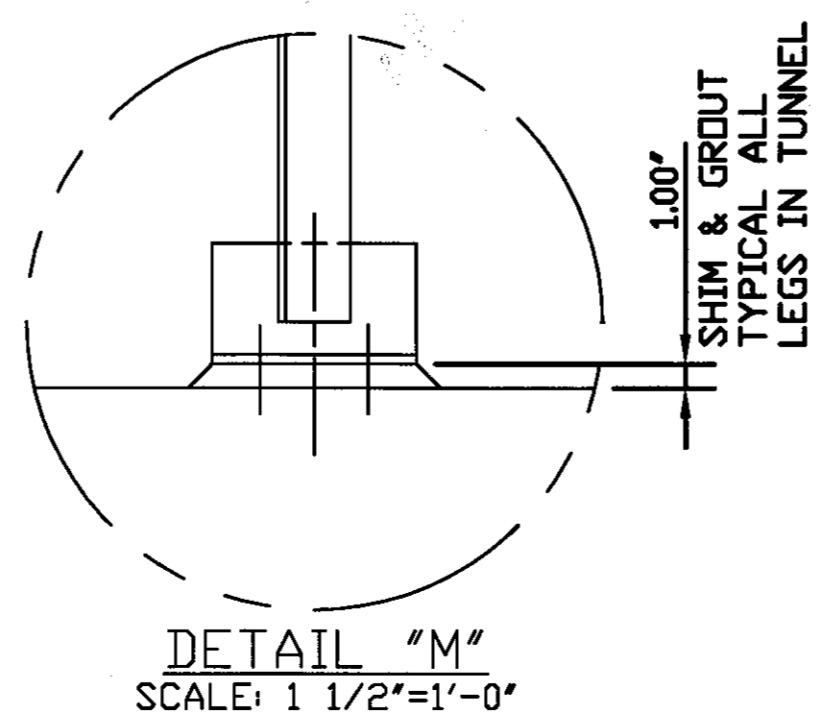
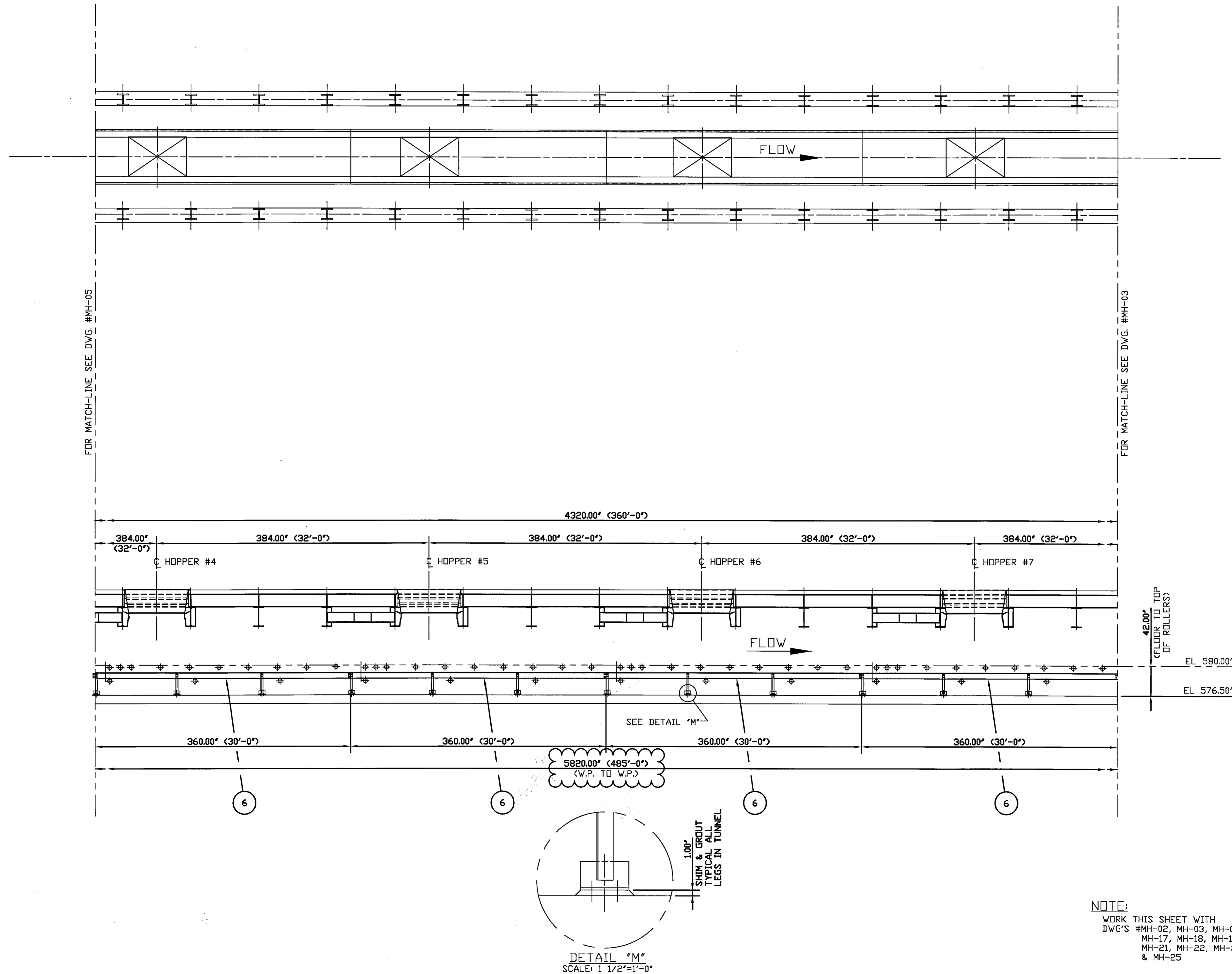
**PRELIMINARY
NOT FOR CONSTRUCTION
NOT CHECKED**

ISSUED		
NO.	DATE	DESCRIPTION
0	02/03/03	RELEASED TO HWH
1	02-18-03	ISSUED FOR CONSTRUCTION
2	03-13-03	ISSUED FOR BUILDING PERMIT
3	04-18-03	REVISED WP TO WP CONV C-1

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMANCE OF ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

SHEET TITLE
**NEW CONVEYOR #CBT C-1
- GENERAL ARRANGEMENT
(SHEET 3 OF 4)**

ISSUED 02-18-03	SCALE 3/16"=1'-0"
DRAWN H&A/RES	CHECKED
CONTRACT NO. A2-133	DRAWING NO. MH-04



NOTE:
WORK THIS SHEET WITH
DWG'S #MH-02, MH-03, MH-05, MH-16,
MH-17, MH-18, MH-19, MH-20,
MH-21, MH-22, MH-23, MH-24,
& MH-25

**CLEVELAND BULK TERMINAL
IRON ORE PELLET
TRANSHIPMENT FACILITY**

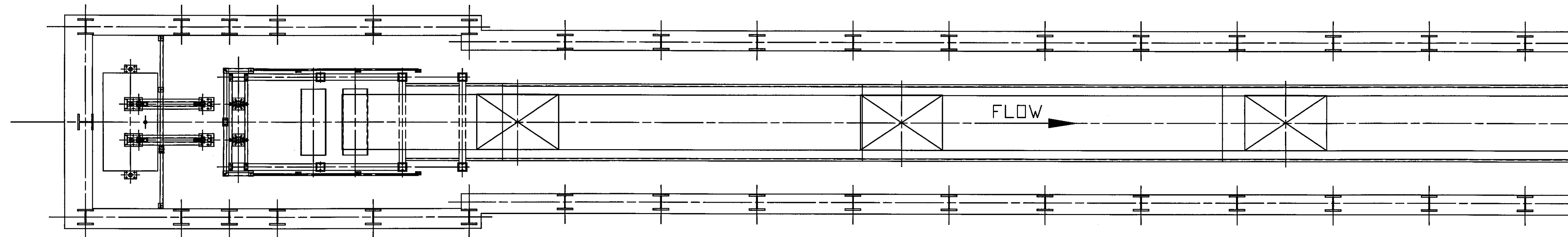
ISSUED

NO.	DATE	DESCRIPTION
0	02/03/03	RELEASED TO HWH
1	02-18-03	ISSUED FOR CONSTRUCTION
2	03-13-03	ISSUED FOR BUILDING PERMIT
3	04-18-03	REVISED WP TO WP CONV C-1

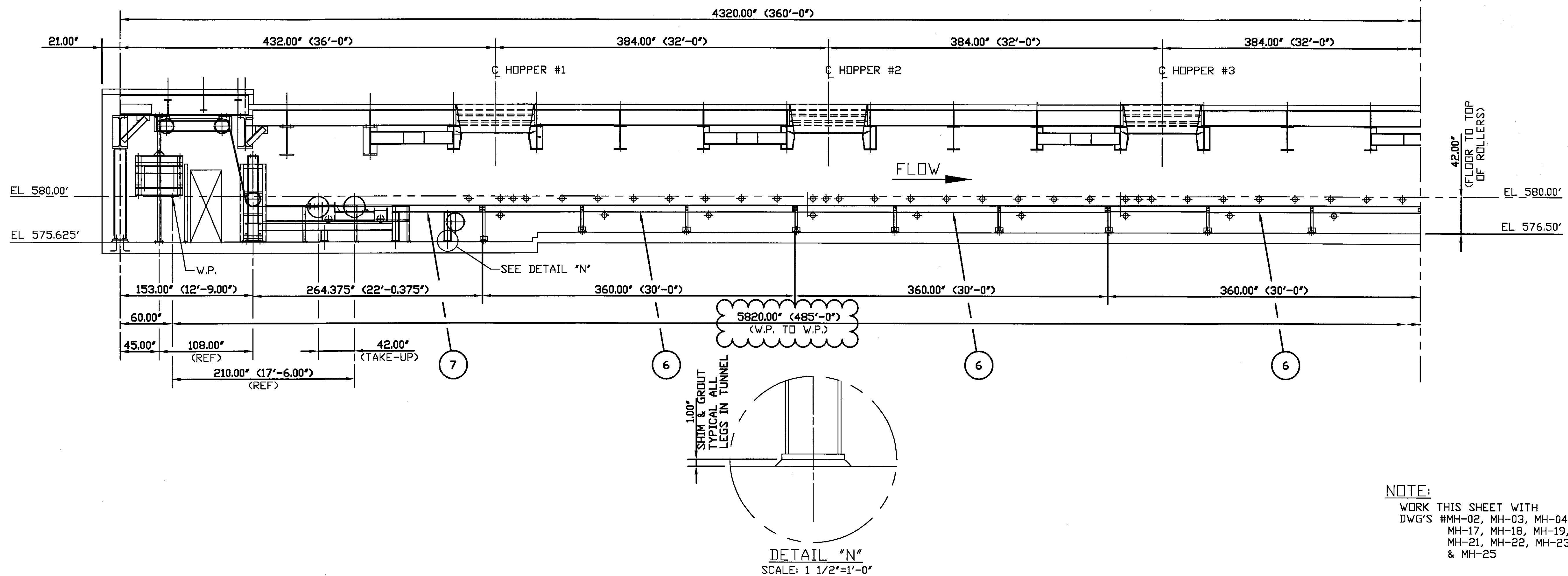
THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

SHEET TITLE
NEW CONVEYOR #CBT C-1
- GENERAL ARRANGEMENT
(SHEET 4 OF 4)

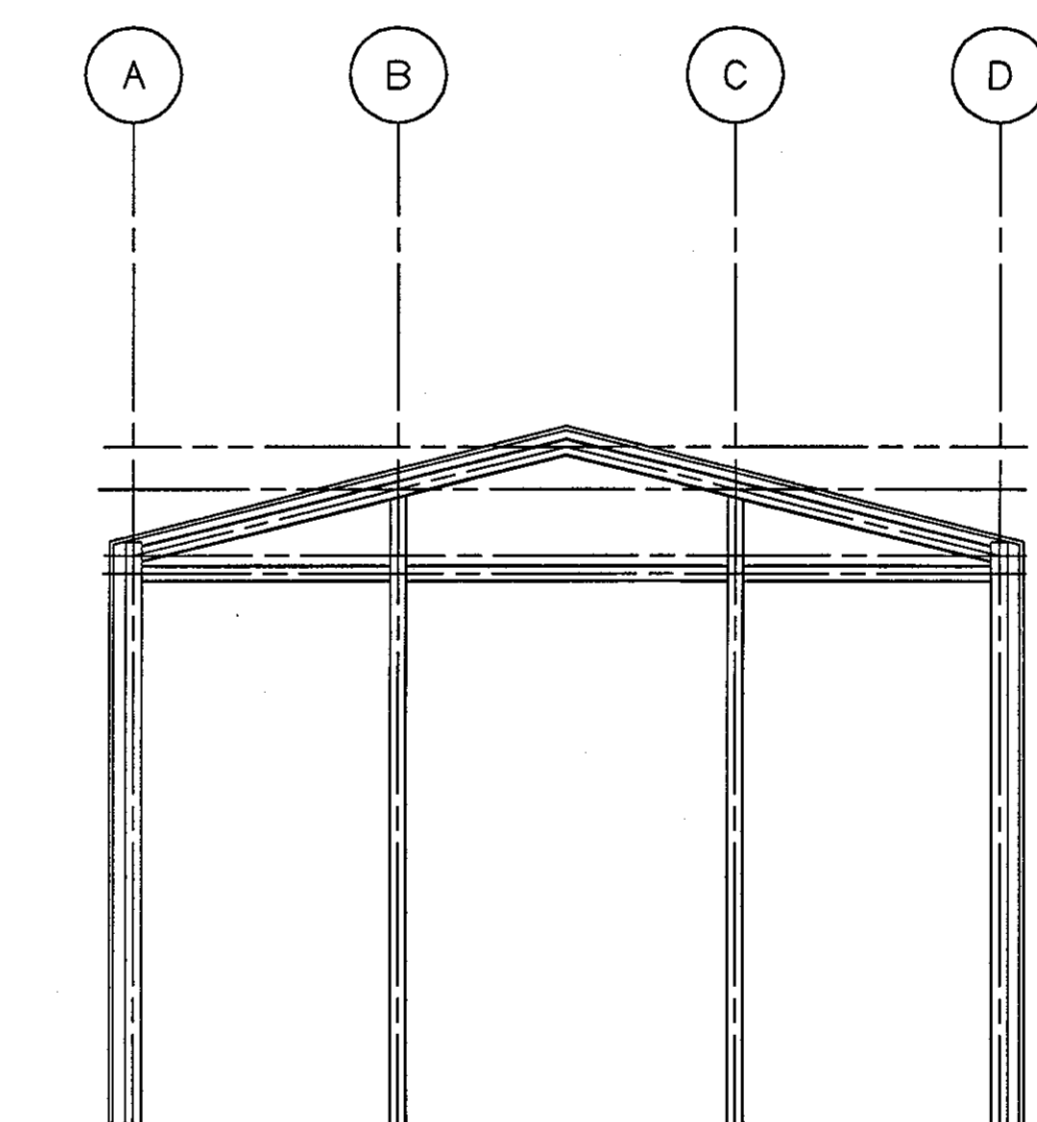
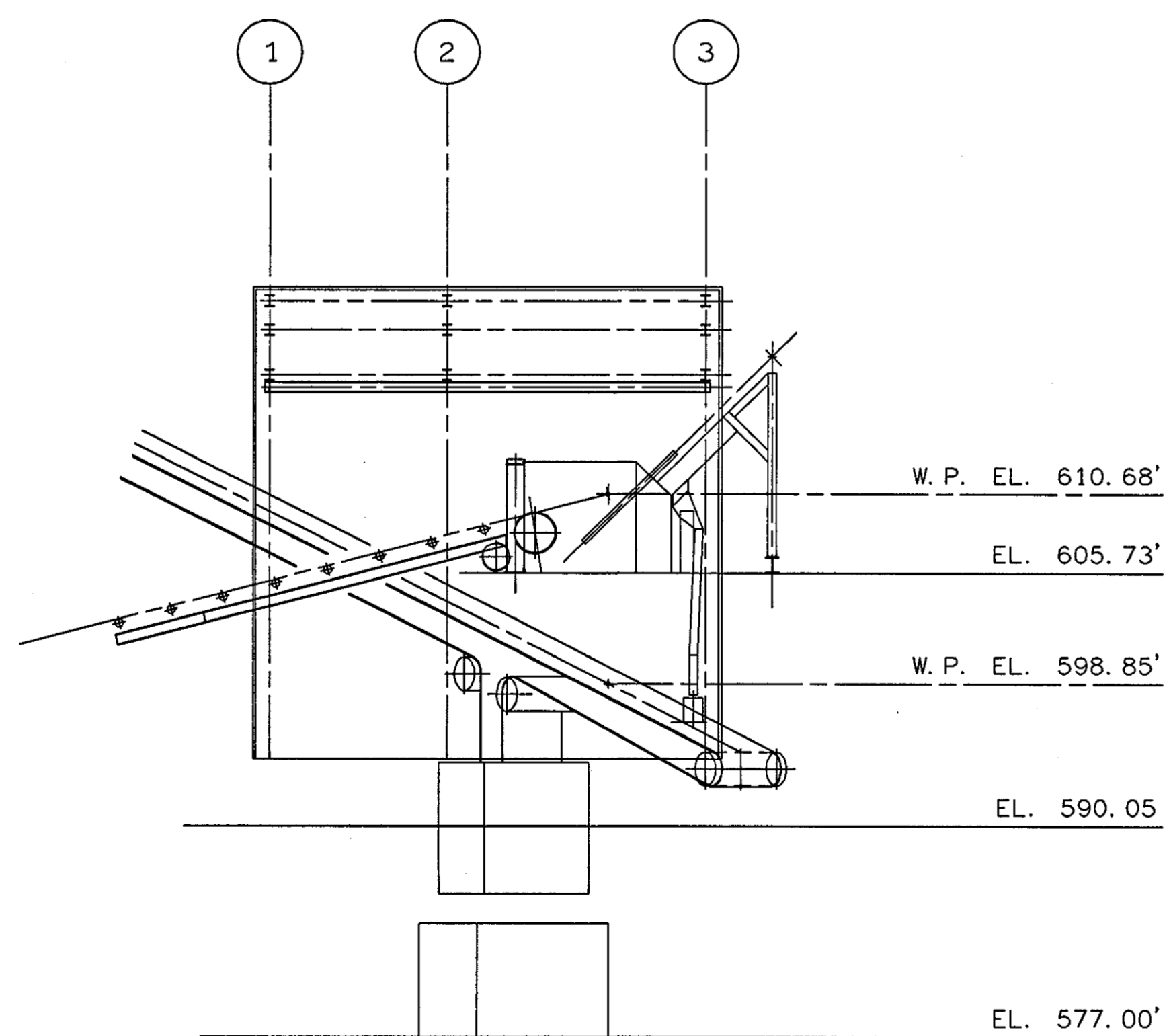
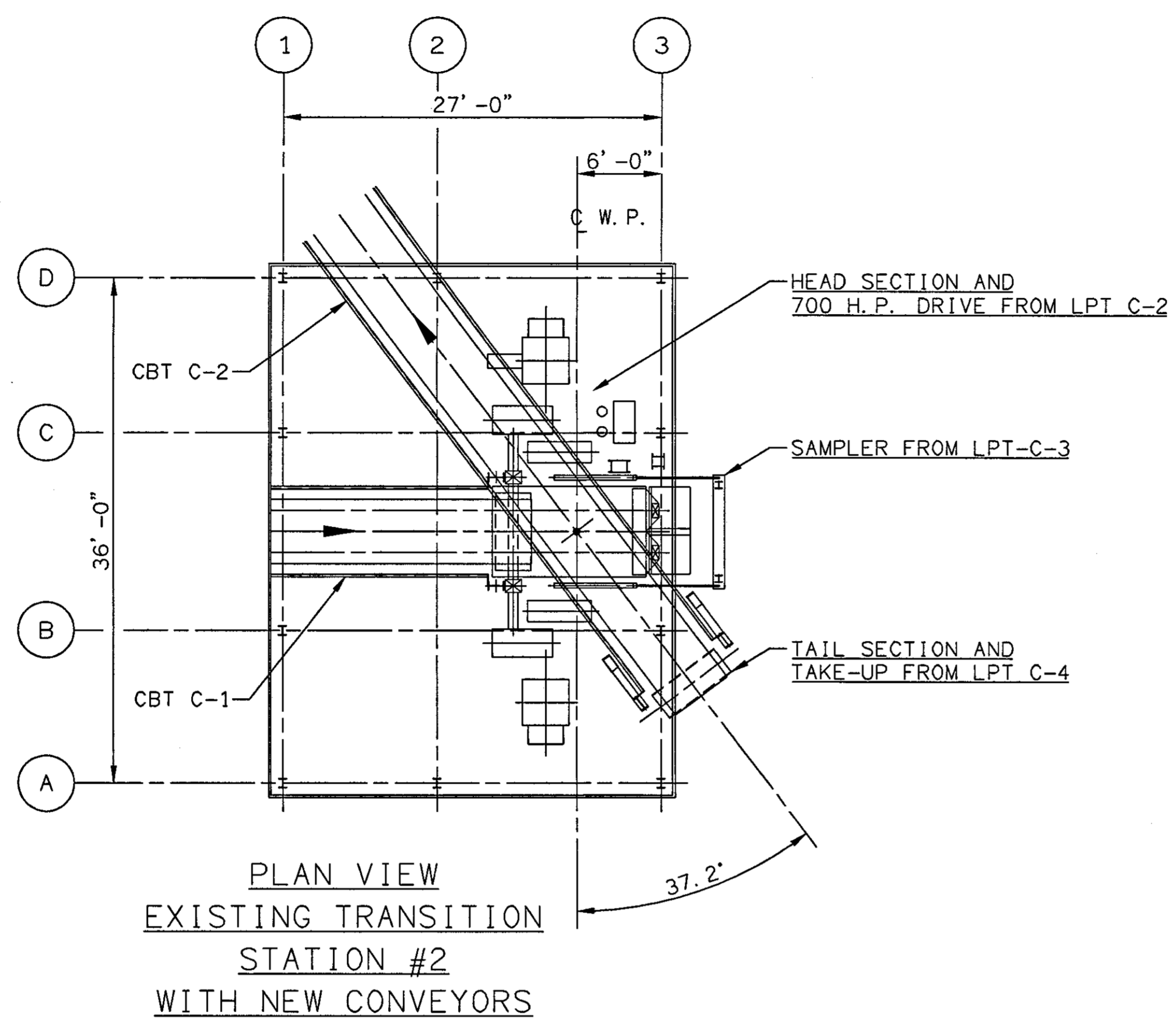
ISSUED 02-18-03	SCALE 3/16"=1'-0"
DRAWN H&A/RES	CHECKED
CONTRACT NO. A2-133	DRAWING NO. MH-05



FOR MATCH-LINE SEE DWG. #MH-04



NOTE:
WORK THIS SHEET WITH
DWG'S #MH-02, MH-03, MH-04, MH-16,
MH-17, MH-18, MH-19, MH-20,
MH-21, MH-22, MH-23, MH-24,
& MH-25



ISSUED		
NO.	DATE	DESCRIPTION

PRELIMINARY
NOT FOR CONSTRUCTION

JAN 23 2003

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

SHEET TITLE
TRANSITION FROM CBT C1
TO CBT C-2

ISSUED	SCALE 1/8" = 1' - 0"
DRAWN H&A/RES	CHECKED
CONTRACT NO.	DRAWING NO. MH-15

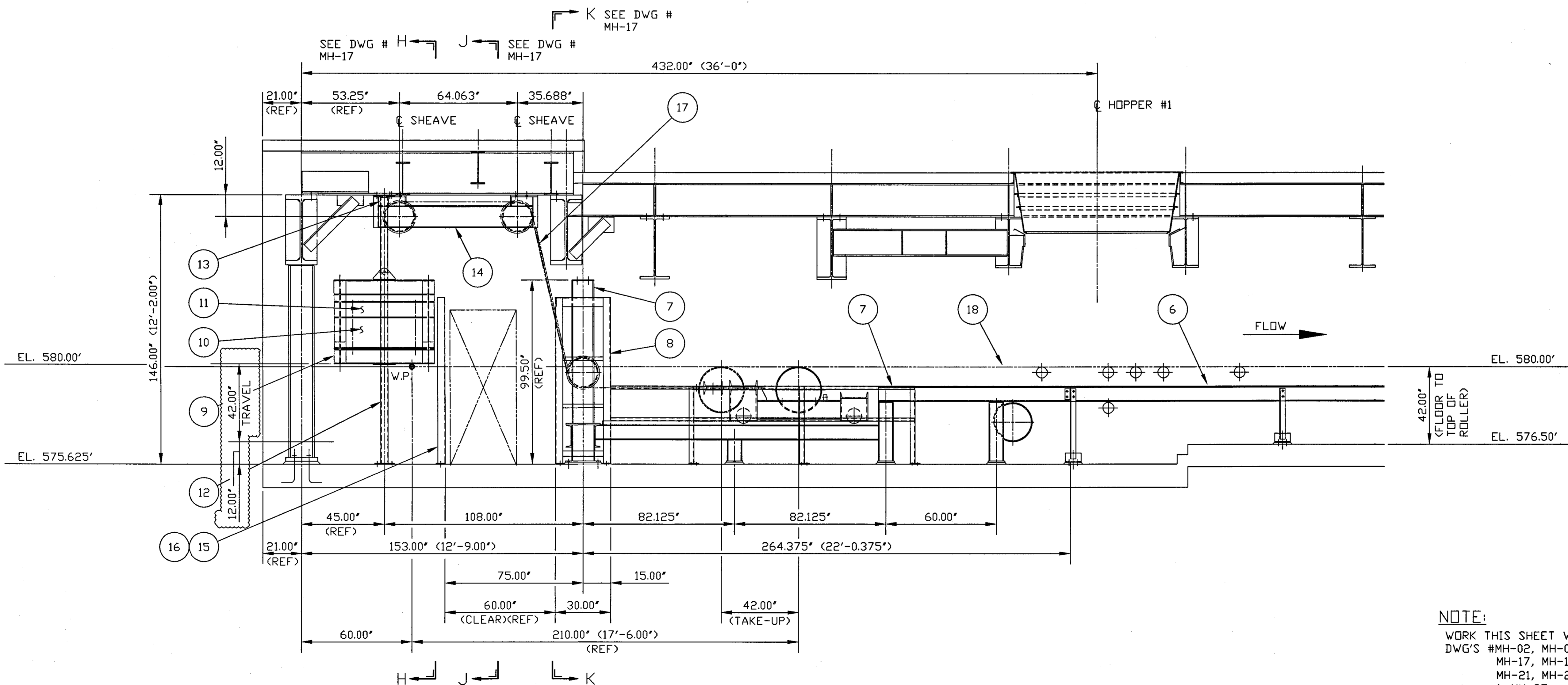
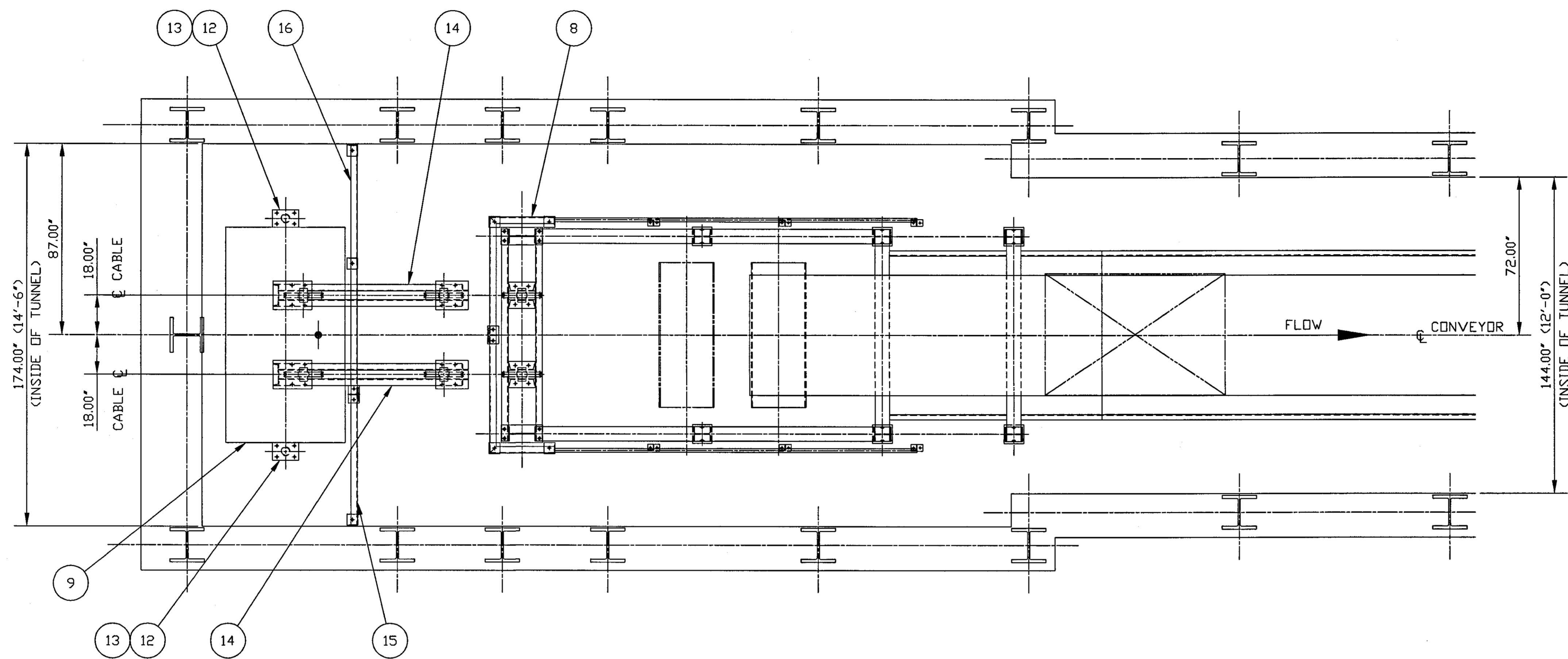
**CLEVELAND BULK TERMINAL
IRON ORE PELLET
TRANSHPMENT FACILITY**

ISSUED		
NO.	DATE	DESCRIPTION
0	02/03/03	RELEASED TO HWH
1	02-18-03	ISSUED FOR CONSTRUCTION
2	09-10-03	ADDED TAKE-UP TRAVEL

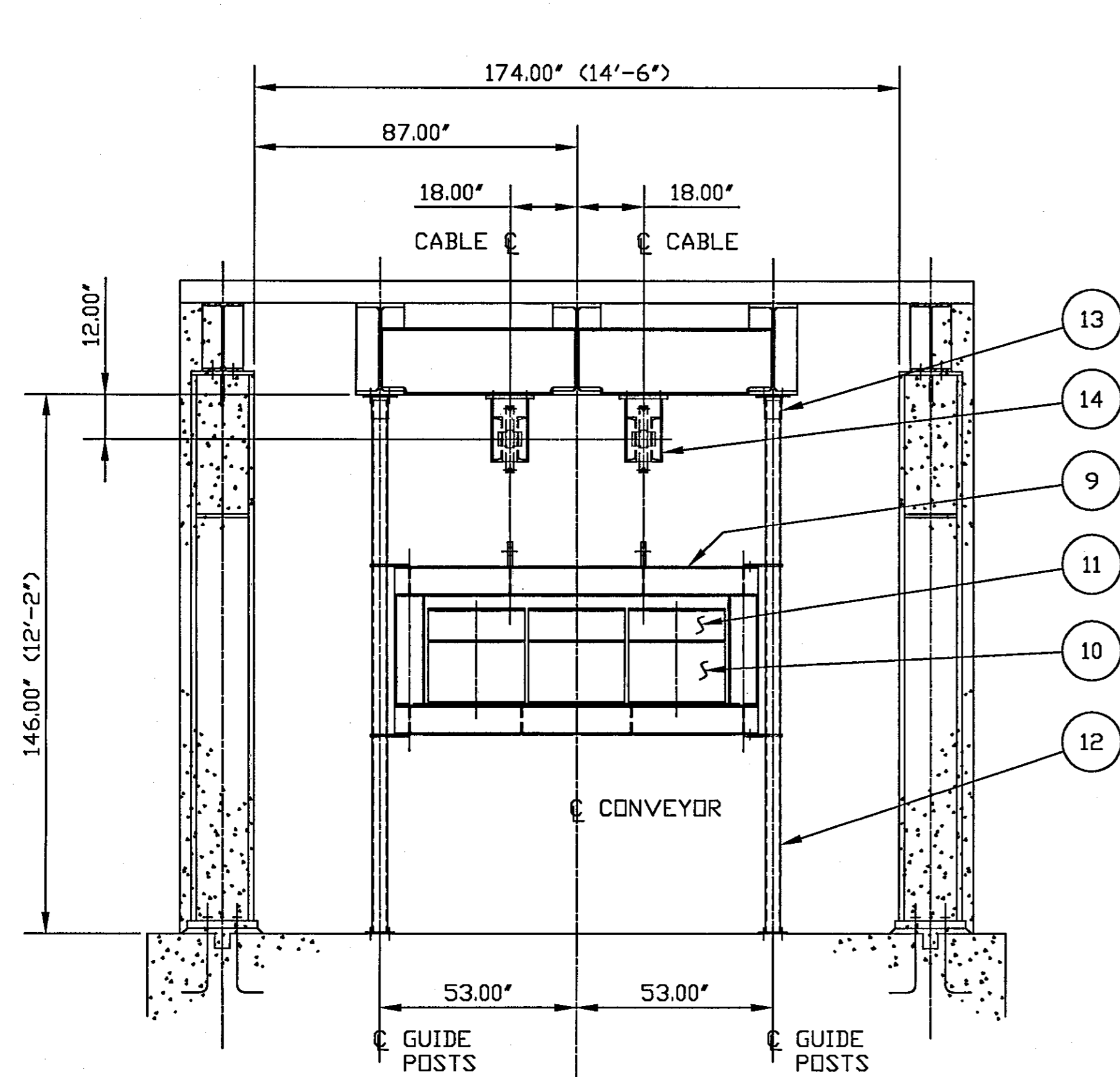
THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

SHEET TITLE
**NEW CONVEYOR #CBT C-1
- TAKE-UP END**

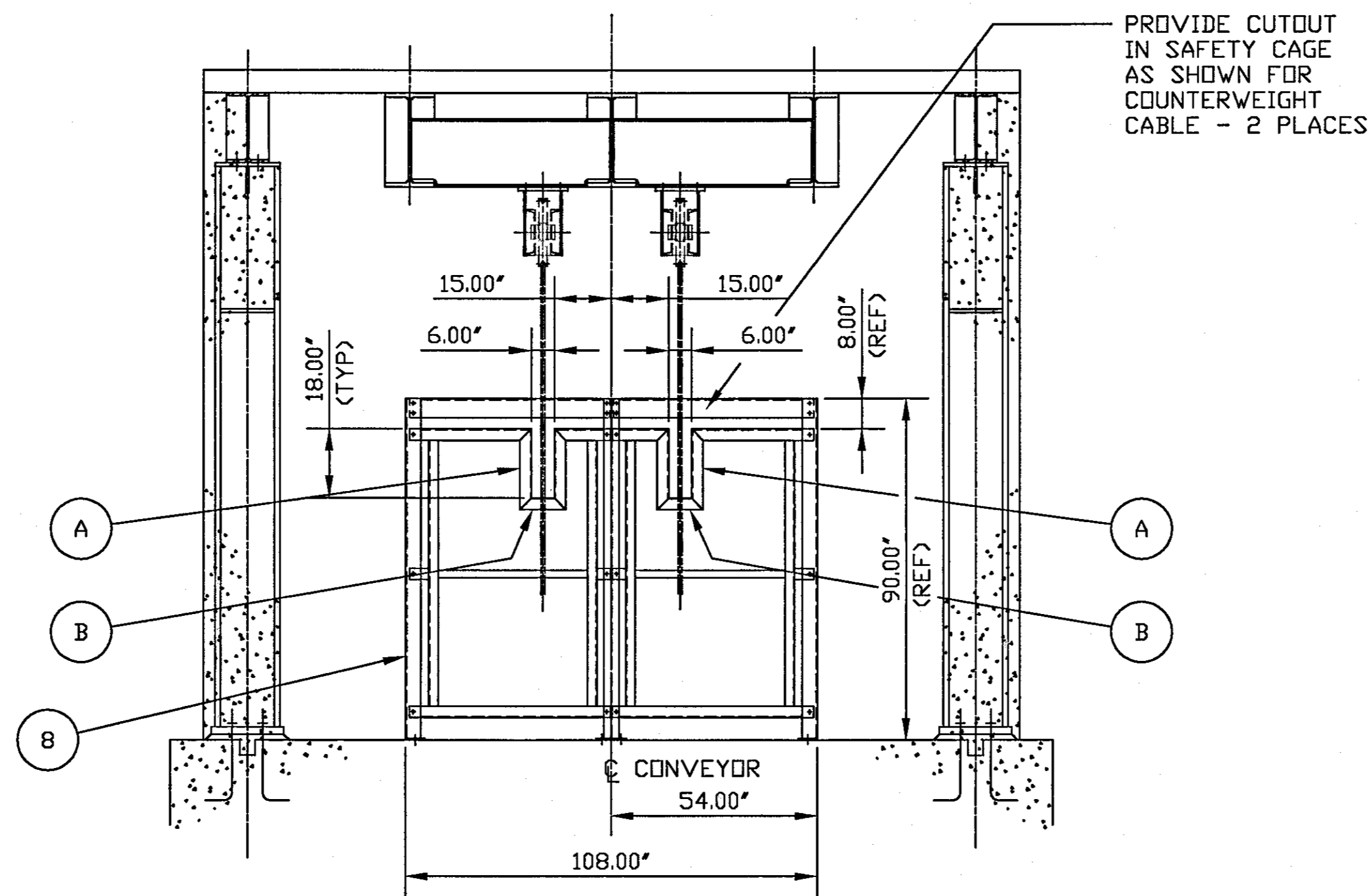
ISSUED 02-18-03	SCALE 3/8"=1'-0"
DRAWN H&A/MJL	CHECKED
CONTRACT NO.	DRAWING NO.
A2-133	MH-16



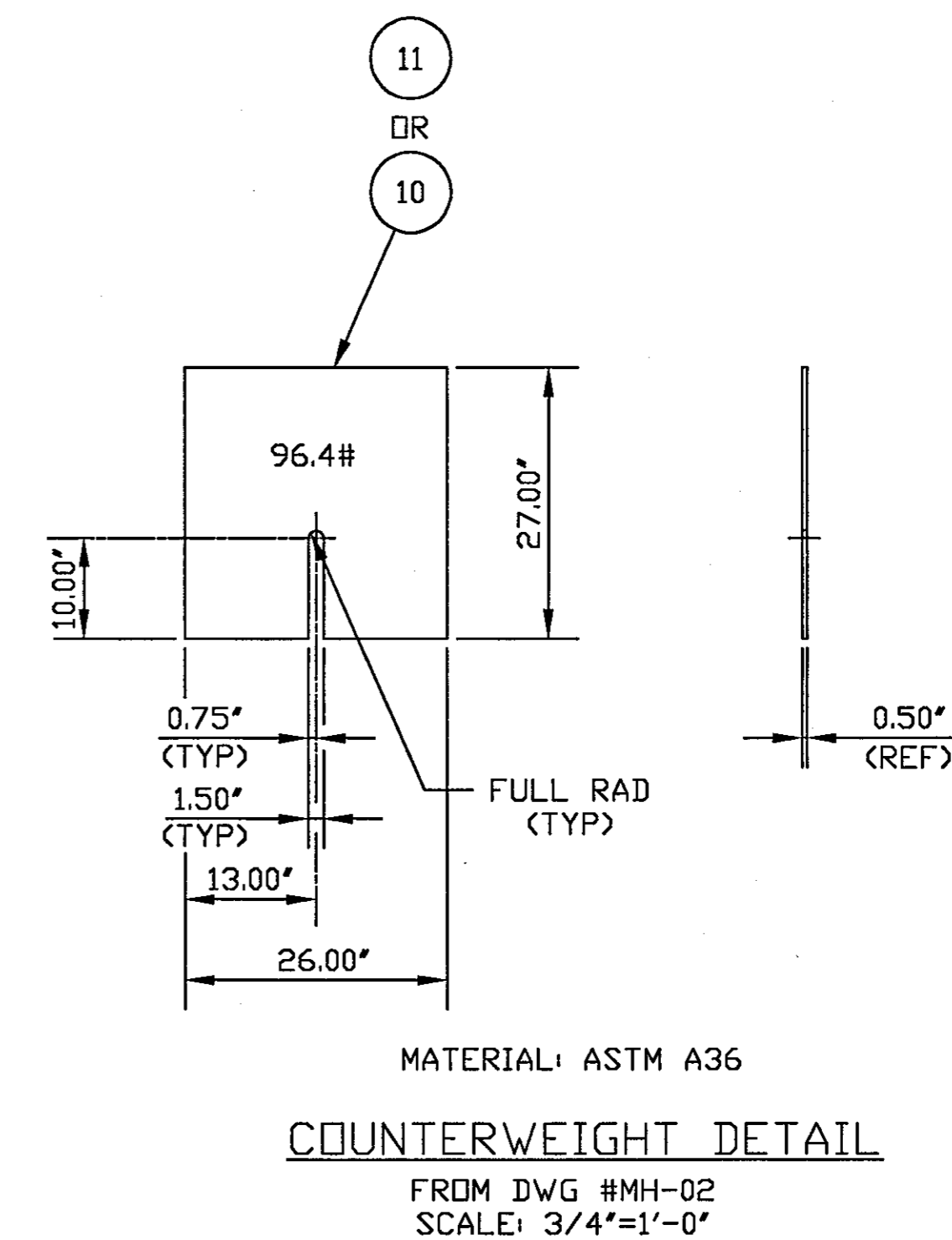
NOTE:
WORK THIS SHEET WITH
DWG'S #MH-02, MH-03, MH-04, MH-05,
MH-17, MH-18, MH-19, MH-20,
MH-21, MH-22, MH-23, MH-24,
& MH-25



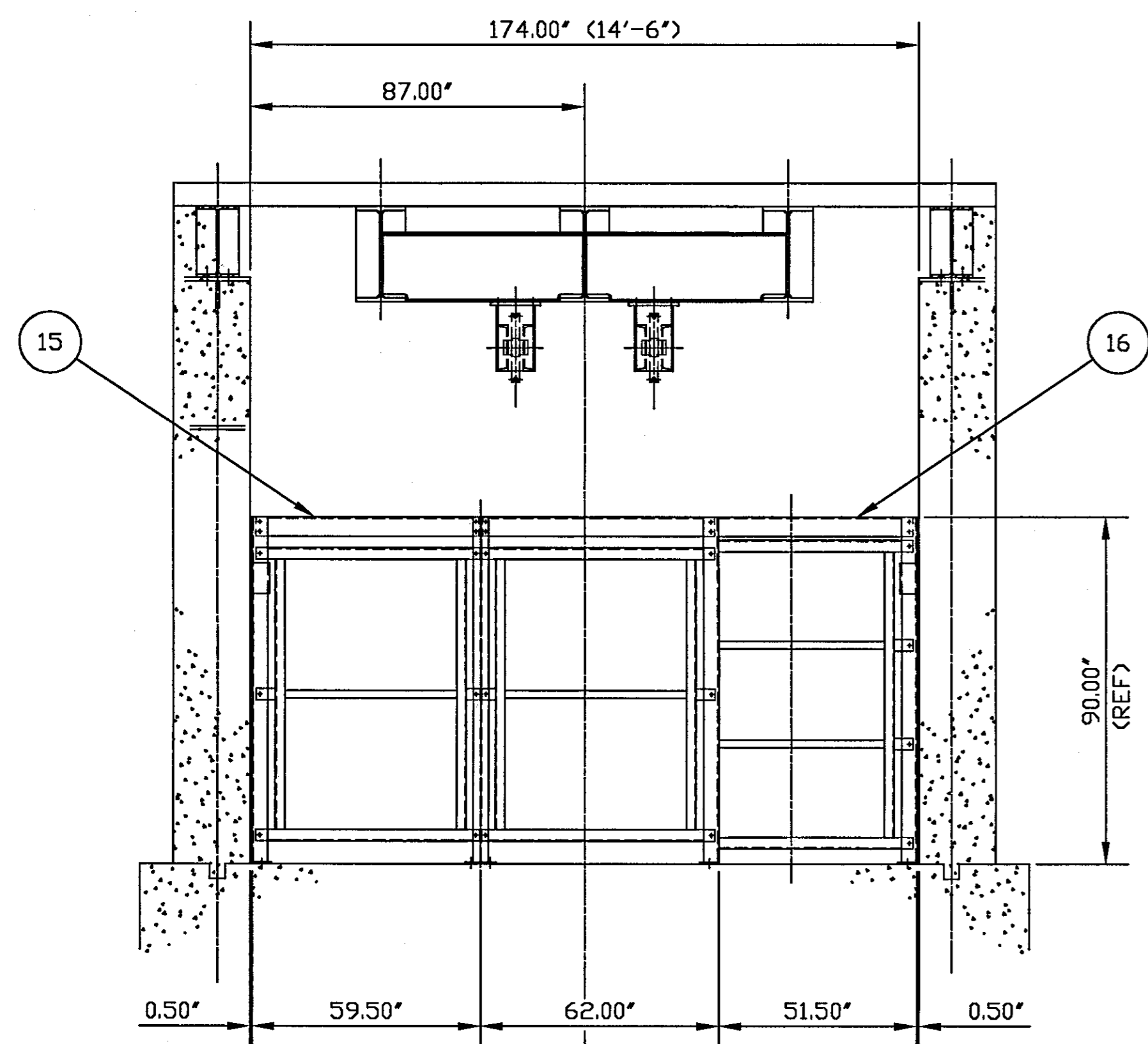
SECTION H-H
FROM DWG #MH-16
SCALE: 3/8"=1'-0"



SECTION K-K
FROM DWG #MH-16
SCALE: 3/8"=1'-0"

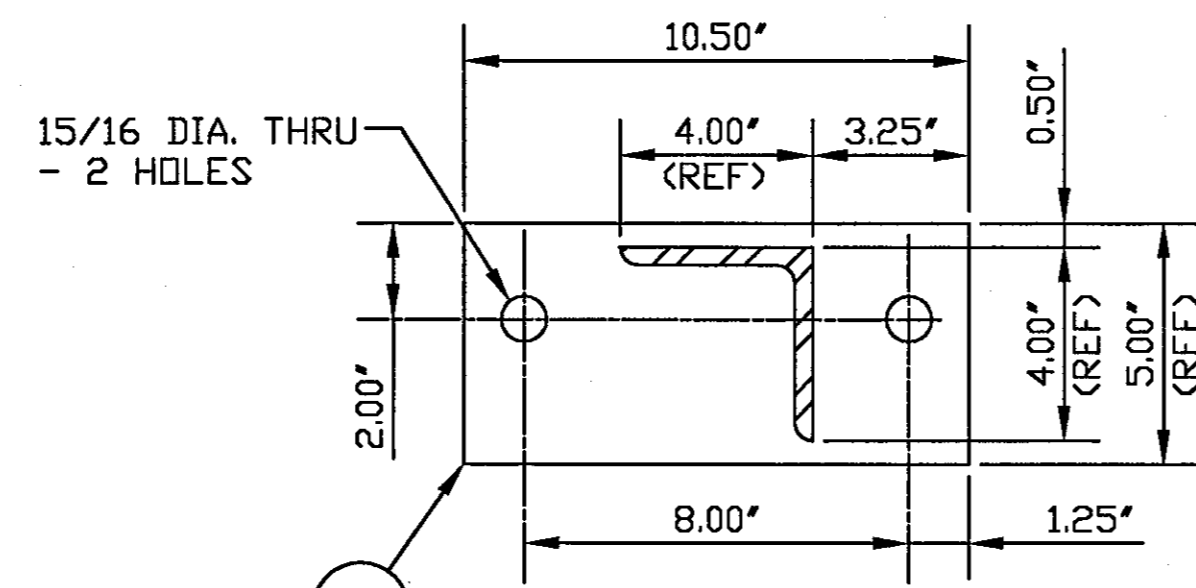


MATERIAL: ASTM A36
COUNTERWEIGHT DETAIL
FROM DWG #MH-02
SCALE: 3/4"=1'-0"

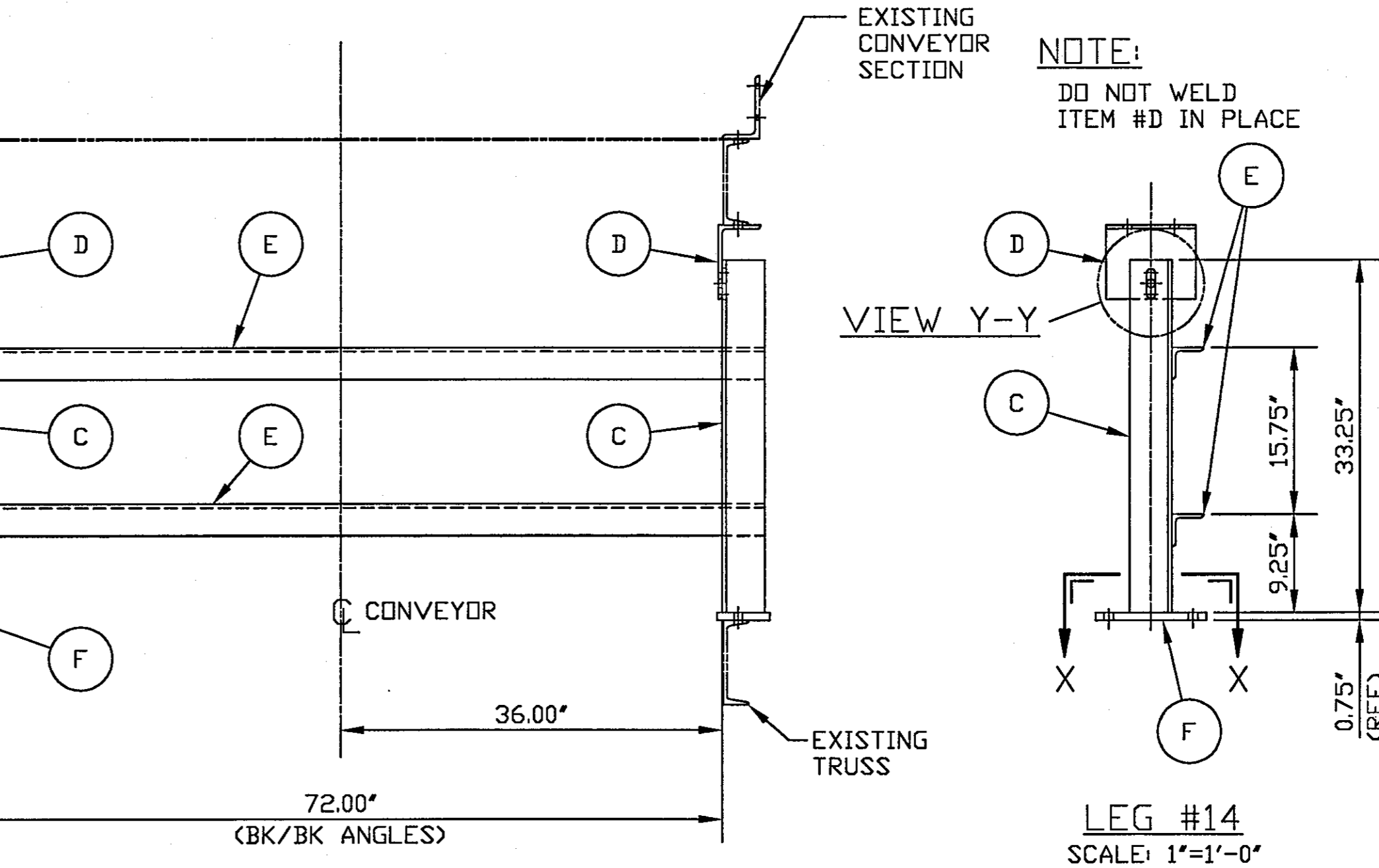
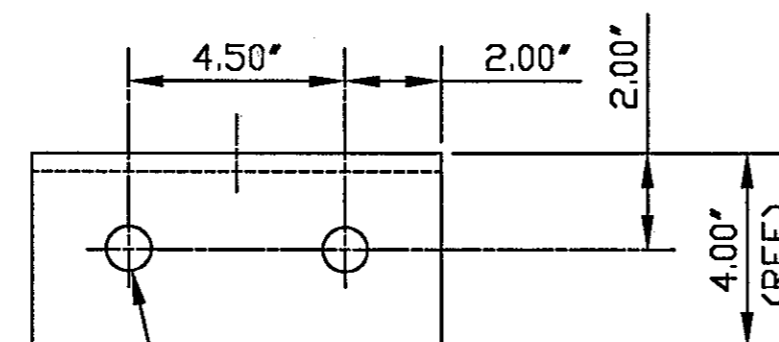


SECTION J-J
FROM DWG #MH-16
SCALE: 3/8"=1'-0"

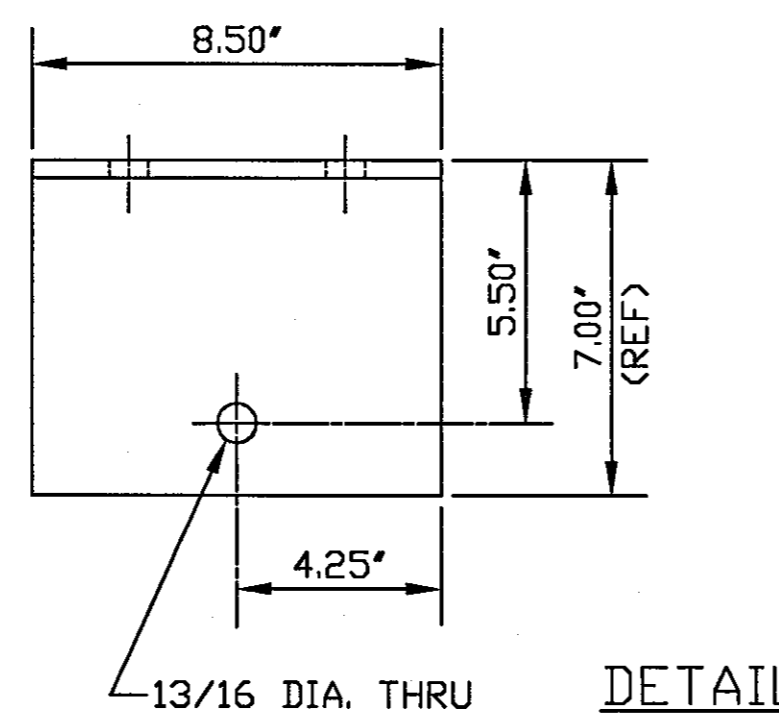
WELDED CONSTRUCTION
- ALL WELDS TO BE
5/16 FILLET CONTINUOUS



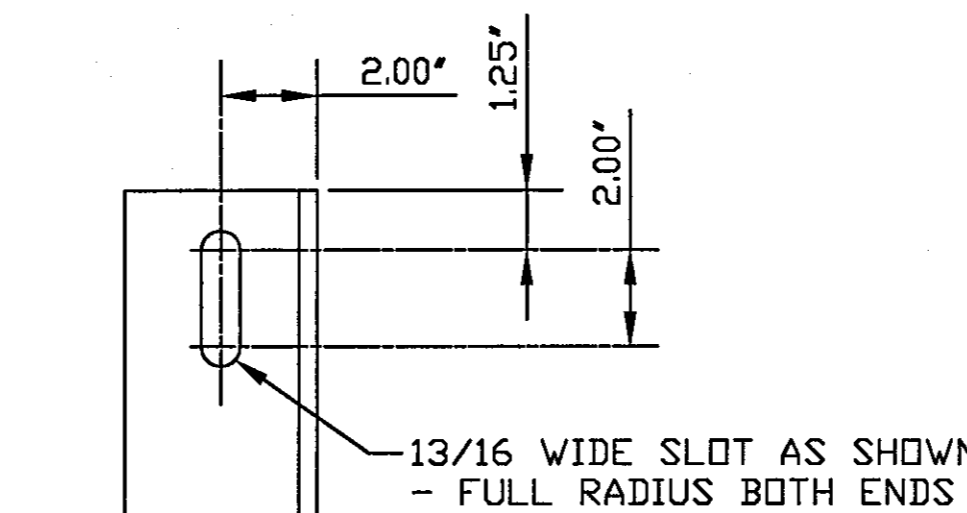
SECTION X-X
SCALE: 3"=1'-0"



LEG #14
SCALE: 1"=1'-0"



DETAIL ITEM #D
SCALE: 3"=1'-0"



VIEW Y-Y
(TYP 2 PLACES)
SCALE: 3"=1'-0"

NOTE:
WORK THIS SHEET WITH
DWG'S #MH-02, MH-03, MH-04, MH-05,
MH-16, MH-18, MH-19, MH-20,
MH-21, MH-22, MH-23, MH-24,
& MH-25

ITEM	NAME	MATERIAL	REMARKS	QTY
F	FLAT	AISI 1018/26 HR	3/4 x 5.0 x 10.50 LG.	2
E	ANGLE	ASTM A36	3.0 x 3.0 x 3/8 x 80.00 LG.	2
D	ANGLE	ASTM A36	7.0 x 4.0 x 3/8 x 8.50 LG.	2
C	ANGLE	ASTM A36	4.0 x 4.0 x 3/8 x 33.25 LG.	2
B	ANGLE	ASTM A36	3.0 x 2 1/2 x 1/4 x 12.00 LG.	2
A	ANGLE	ASTM A36	3.0 x 2 1/2 x 1/4 x 21.00 LG.	4

BILL OF MATERIAL

ISSUED		
NO.	DATE	DESCRIPTION
0	02/03/03	RELEASED TO HWH
1	02-18-03	ISSUED FOR CONSTRUCTION

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SIGNED ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

SHEET TITLE	
NEW CONVEYOR #CBT C-1 - TAKE-UP END SECTIONS AND LEG #14	
ISSUED 02-18-03	SCALE NOTED
DRAWN H&A/MJL	CHECKED
CONTRACT NO.	DRAWING NO.
A2-133	MH-17

**CLEVELAND BULK TERMINAL
IRON ORE PELLET
TRANSHPMENT FACILITY**

ISSUED

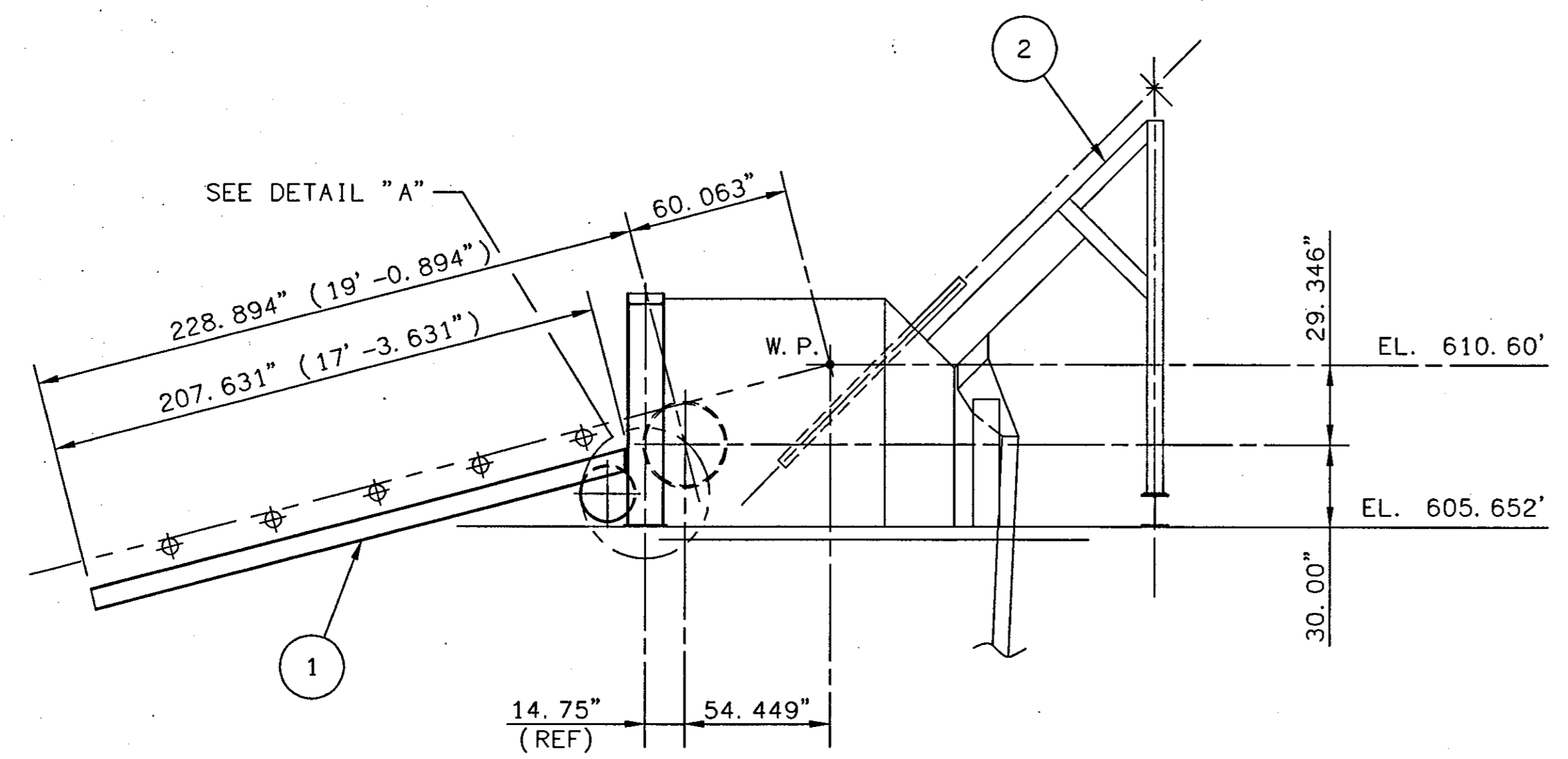
NO.	DATE	DESCRIPTION
0	02-03-03	RELEASE TO HWH
1	02-18-03	ISSUED FOR CONSTRUCTION

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVED. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

SHEET TITLE

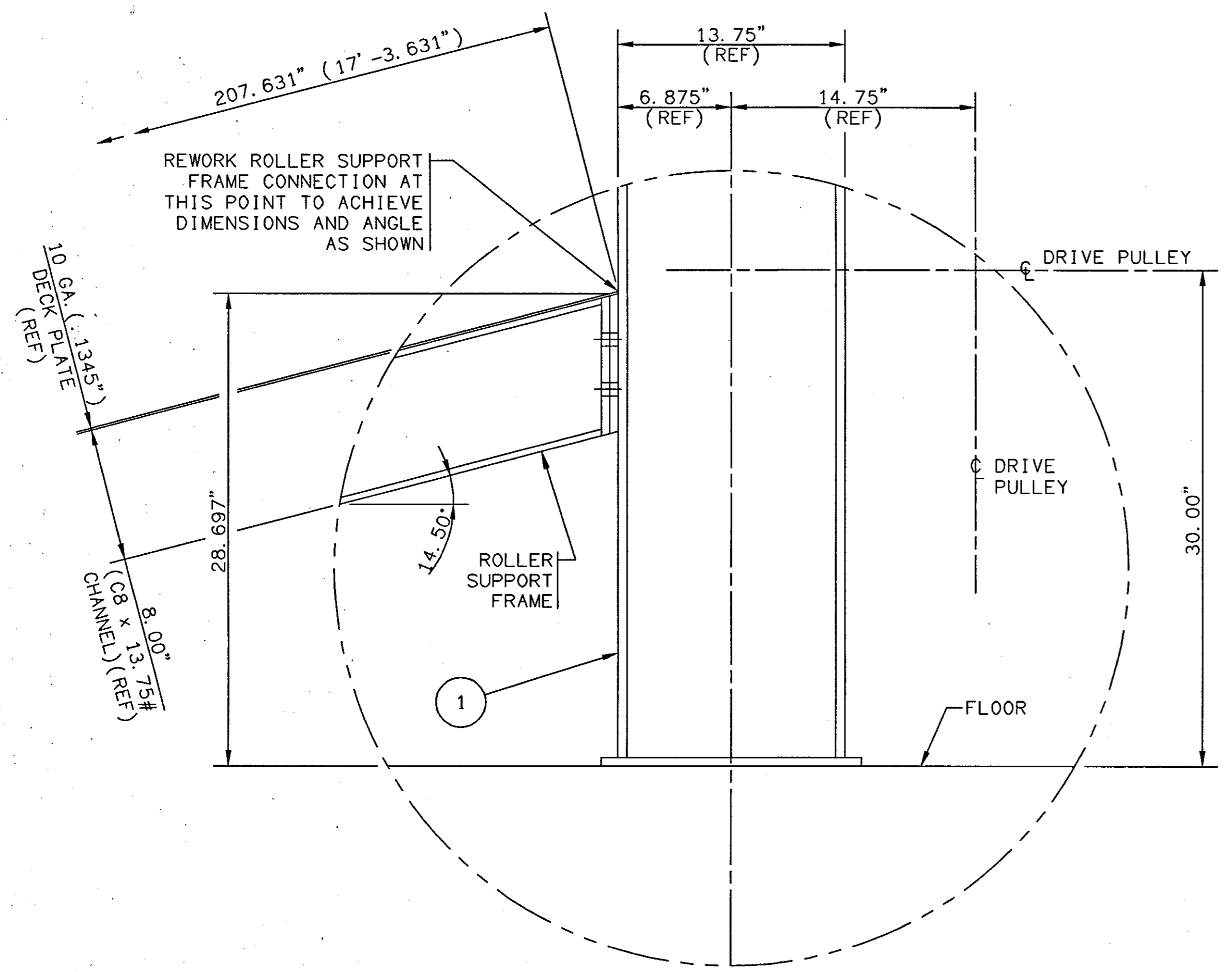
NEW CONVEYOR #CBT C-1
- HEAD END

ISSUED	SCALE	NOTED
02-18-03	H&A/RES	CHECKED
DRAWN	H&A/RES	CHECKED
CONTRACT NO.	A2-133	DRAWING NO.
		MH-18



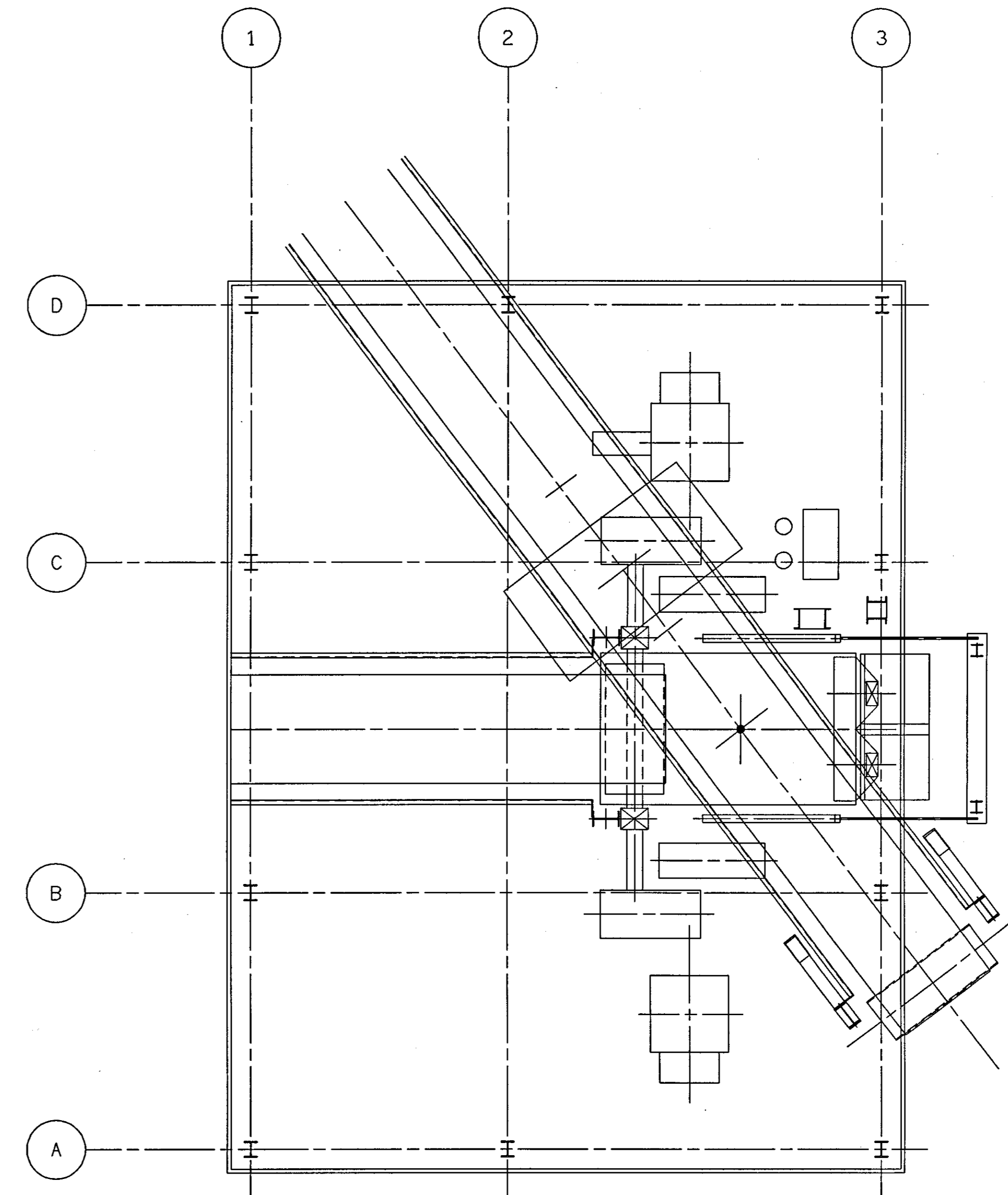
HEAD END

SCALE: 1/4" = 1' - 0"
FROM DWG. #MH-02



DETAIL "A"

SCALE: 1 1/2" = 1' - 0"



NOTE:

WORK THIS SHEET WITH
DWG'S #MH-02, MH-03, MH-04, MH-05,
MH-16, MH-17, MH-19, MH-20,
MH-21, MH-22, MH-23, MH-24,
& MH-25

CLEVELAND BULK TERMINAL IRON ORE PELLET TRANSHIPMENT FACILITY

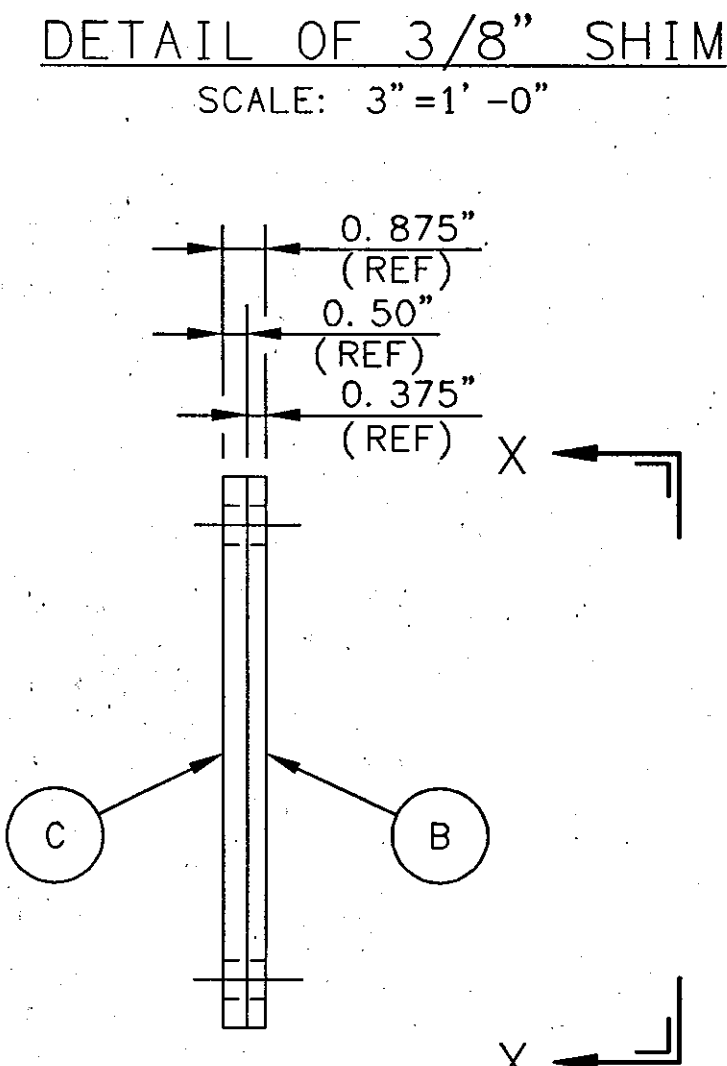
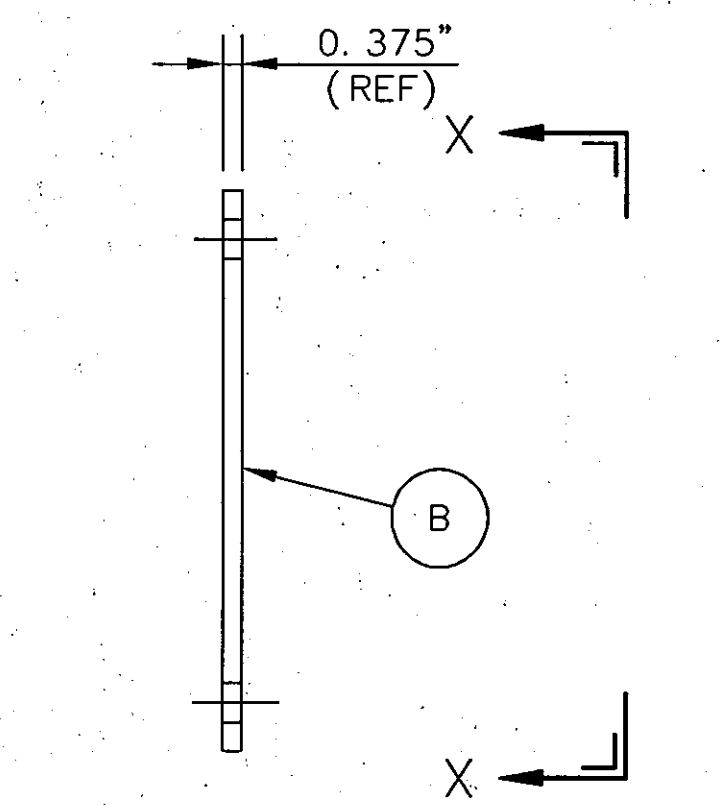
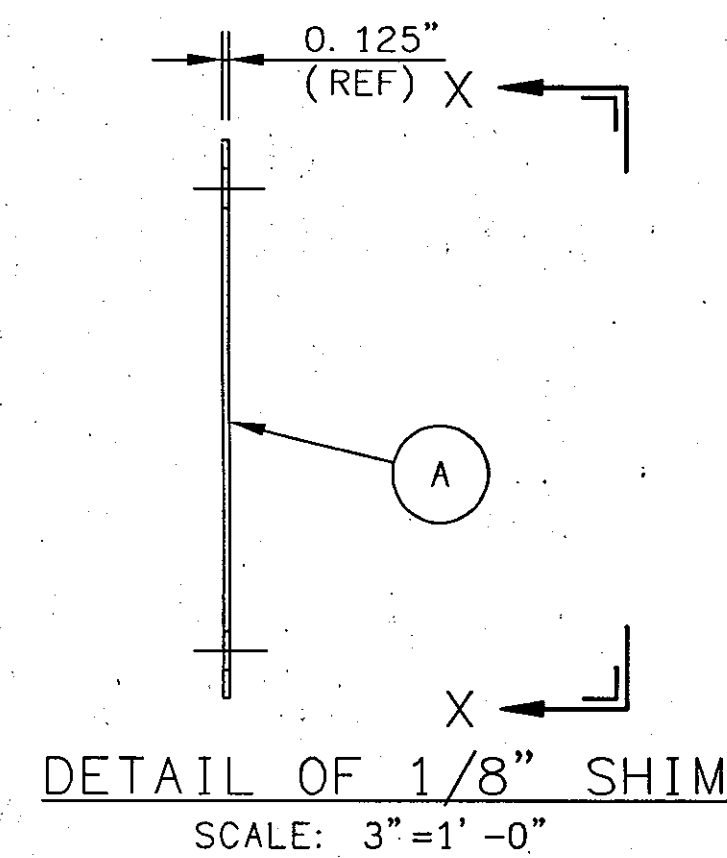
ISSUED

NO.	DATE	DESCRIPTION
0	02/03/03	RELEASED TO HWH
1	02-18-03	ISSUED FOR CONSTRUCTION

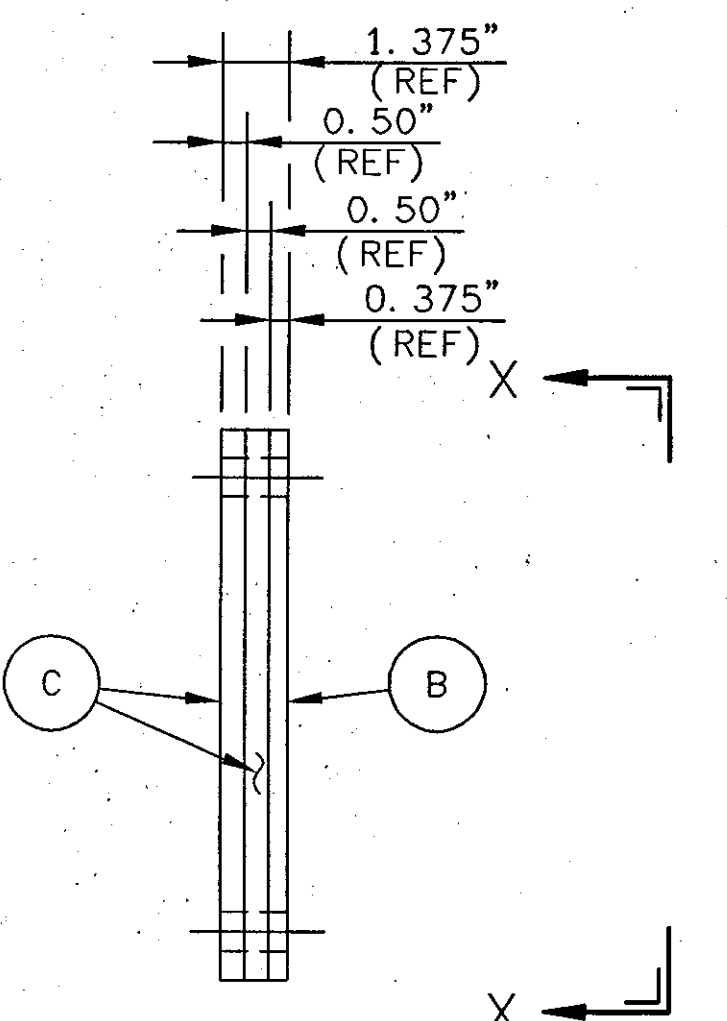
THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

SHEET TITLE
NEW CONVEYOR #CBT C-1 -30' -0" CONVEYOR SECT. WITH HOOD MOUNTS

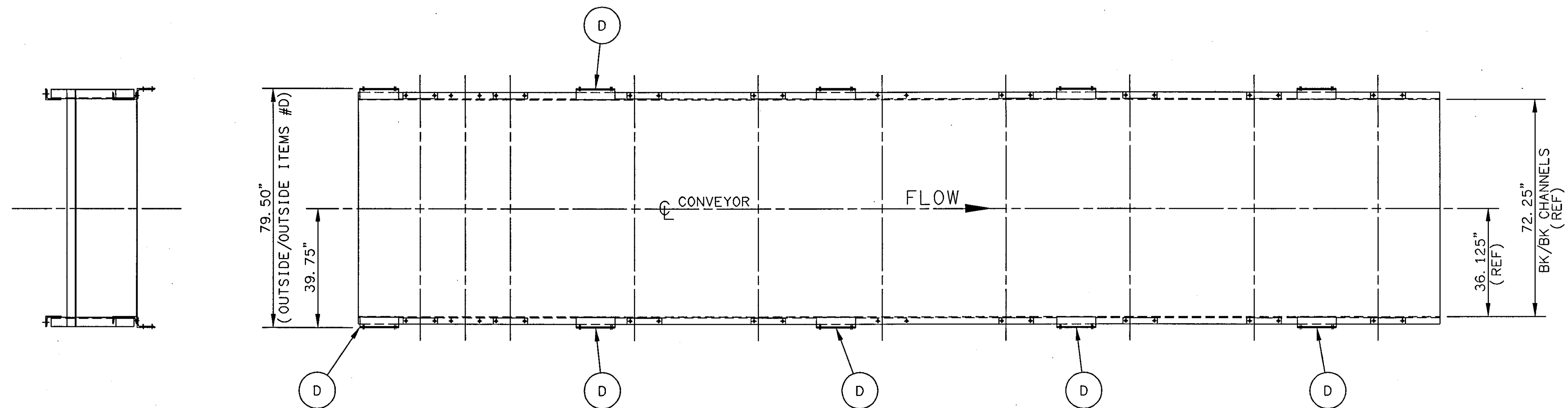
ISSUED 02-18-03	SCALE NOTED
DRAWN H&A/MJL	CHECKED
CONTRACT NO.	DRAWING NO.
A2-133	MH-19



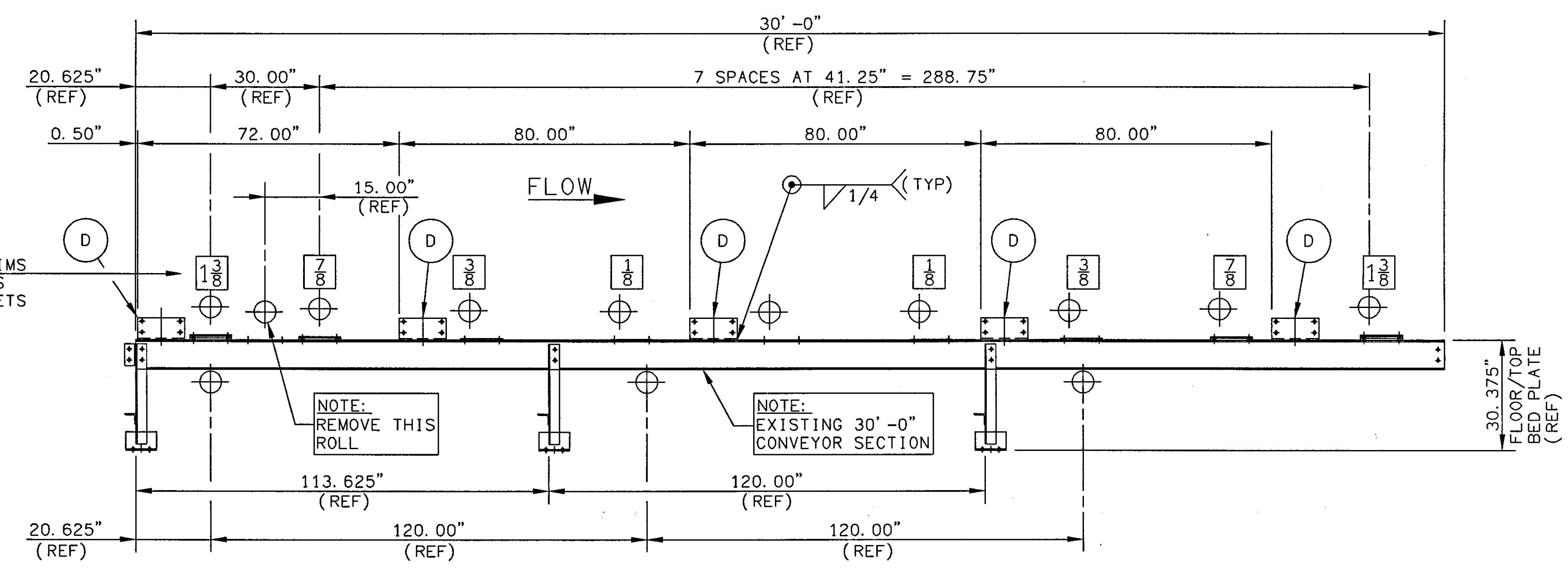
DETAIL OF 7/8" SHIM PACK
SCALE: 3"=1'-0"



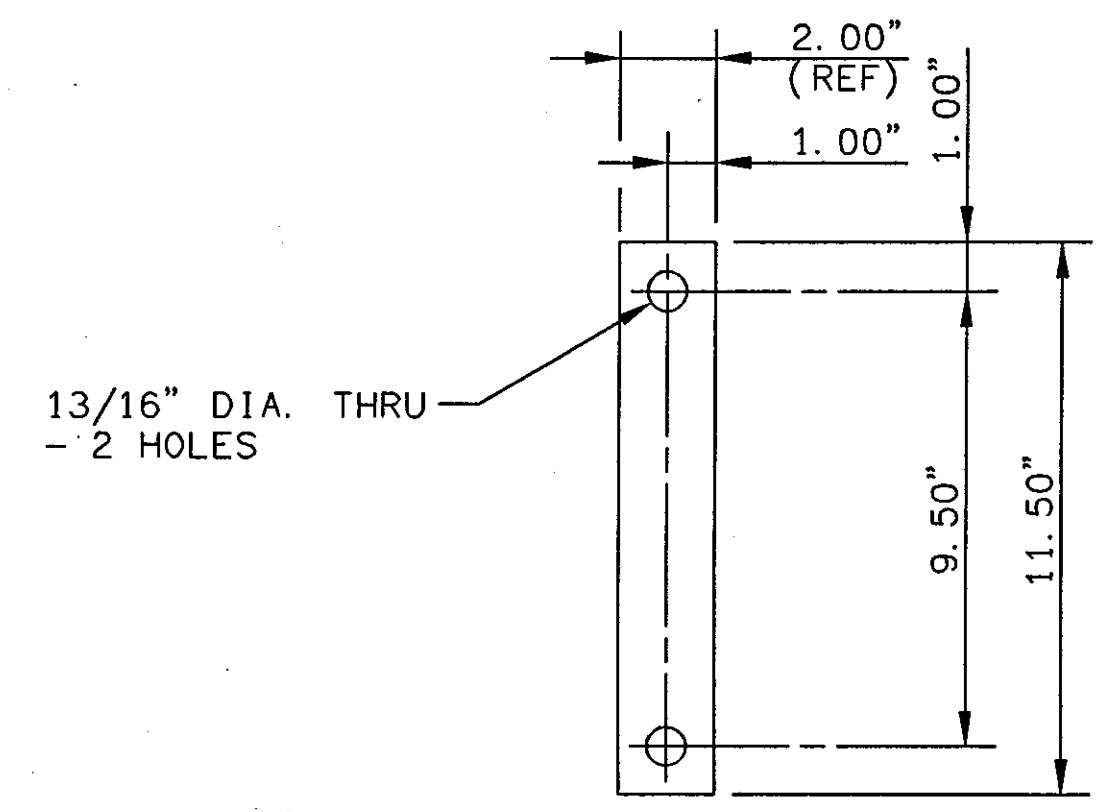
DETAIL OF 1 3/8" SHIM PACK
SCALE: 3"=1'-0"



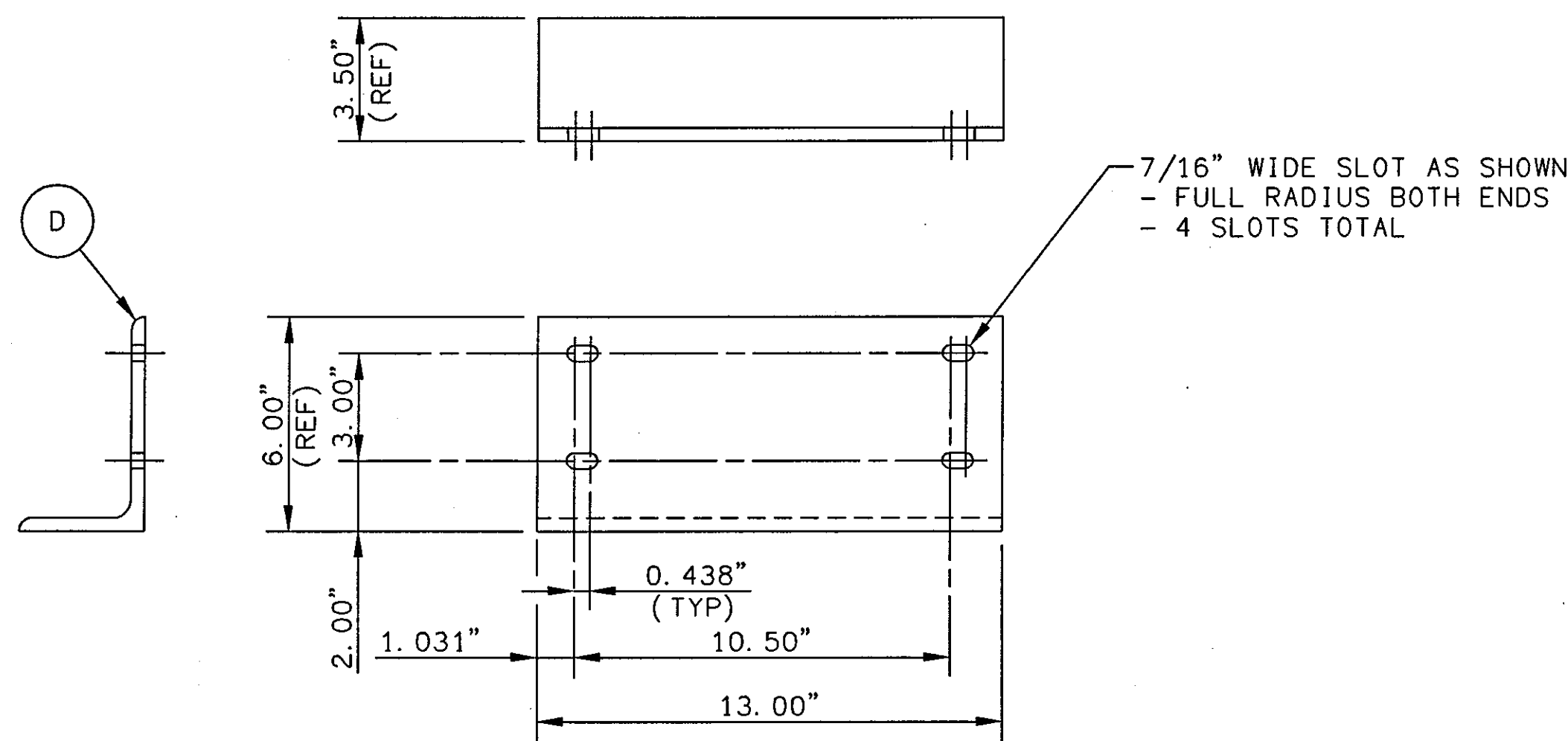
BOXES REPRESENT THICKNESS OF SHIMS UNDER BOTH SIDES OF ROLLER BRACKETS



DETAIL OF 30' -0" CONVEYOR SECTION WITH HOOD MOUNTS
SCALE: 1/2"=1'-0"



VIEW X-X
SCALE: 3"=1'-0"



DETAIL OF ITEM #D
SCALE: 3"=1'-0"

NOTE:
WORK THIS SHEET WITH
DWG'S #MH-02, MH-03, MH-04, MH-05,
MH-16, MH-17, MH-18, MH-20,
MH-21, MH-22, MH-23, MH-24,
& MH-25

ITEM	NAME	MATERIAL	REMARKS	QTY
D	ANGLE	ASTM A36	6.0 x 3 1/2 x 3/8 x 13.00 LG.	10
C	FLAT	AISI 1018/26 HR	1/2 x 2.00 x 11.50 LG.	12
B	FLAT	AISI 1018/26 HR	3/8 x 2.00 x 11.50 LG.	12
A	FLAT	AISI 1018/26 HR	1/8 x 2.00 x 11.50 LG.	4

BILL OF MATERIAL

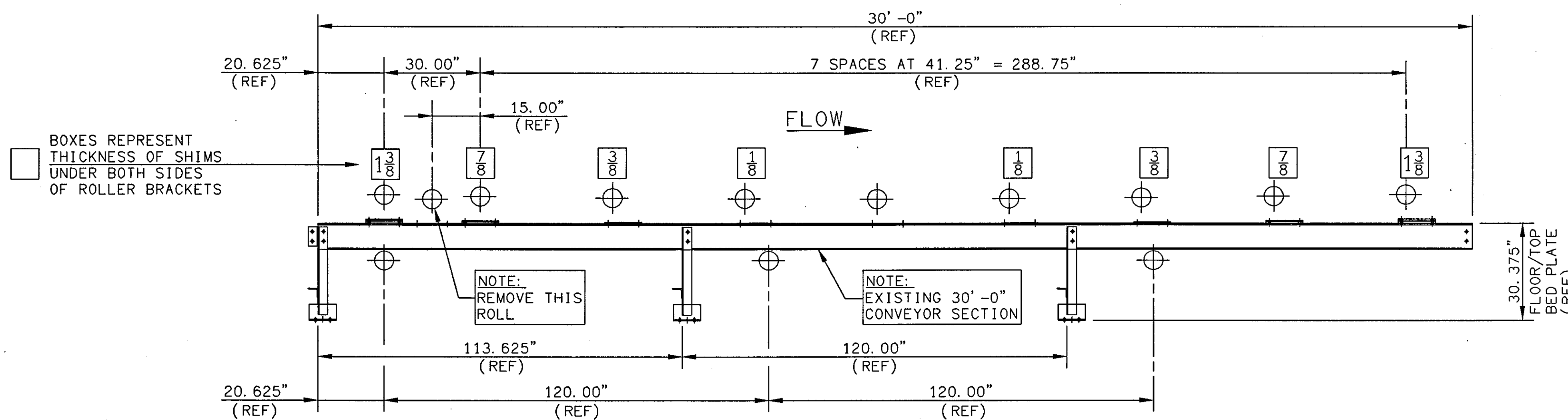
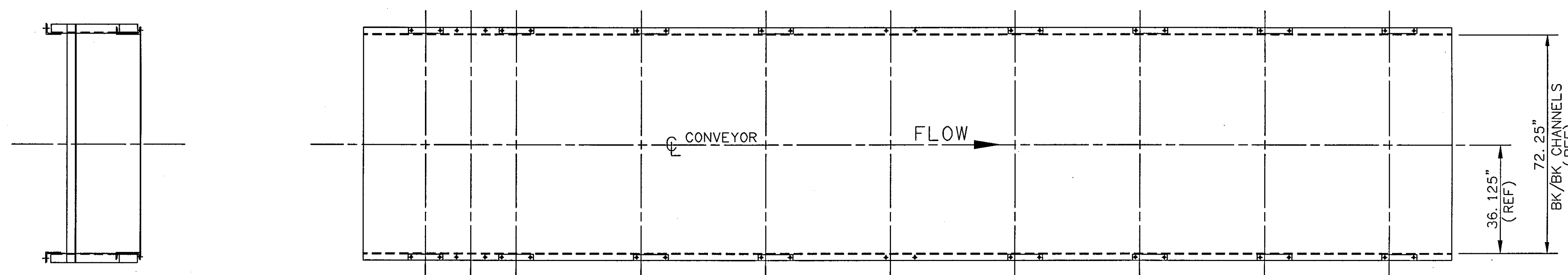
**CLEVELAND BULK TERMINAL
IRON ORE PELLET
TRANSHIPMENT FACILITY**

ISSUED		
NO.	DATE	DESCRIPTION
0	02/03/03	RELEASED TO HWH
1	02-18-03	ISSUED FOR CONSTRUCTION

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVED. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

SHEET TITLE
**NEW CONVEYOR #CBT C-1
-30'-0" CONVEYOR SECT.
WITHOUT HOOD MOUNTS**

ISSUED 02-18-03	SCALE NOTED
DRAWN H&A/MJL	CHECKED
CONTRACT NO. A2-133	DRAWING NO. MH-20



DETAIL OF 30'-0" CONVEYOR SECTION WITHOUT HOOD MOUNTS
SCALE: 1/2"=1'-0"

BOXES REPRESENT THICKNESS OF SHIMS UNDER BOTH SIDES OF ROLLER BRACKETS

NOTE: REMOVE THIS ROLL

NOTE: EXISTING 30'-0" CONVEYOR SECTION

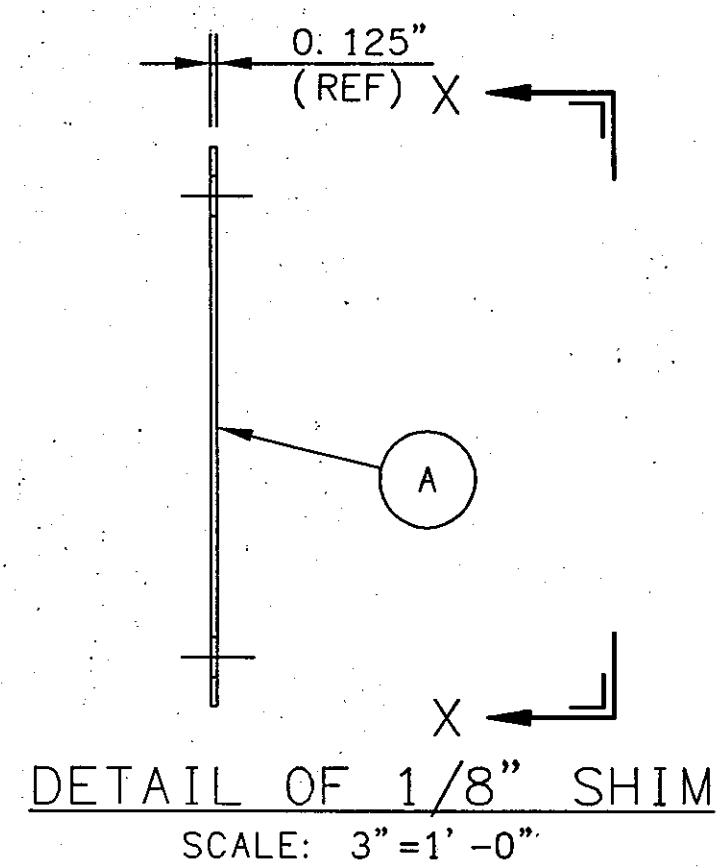
13/16" DIA. THRU - 2 HOLES

VIEW X-X
SCALE: 3"=1'-0"

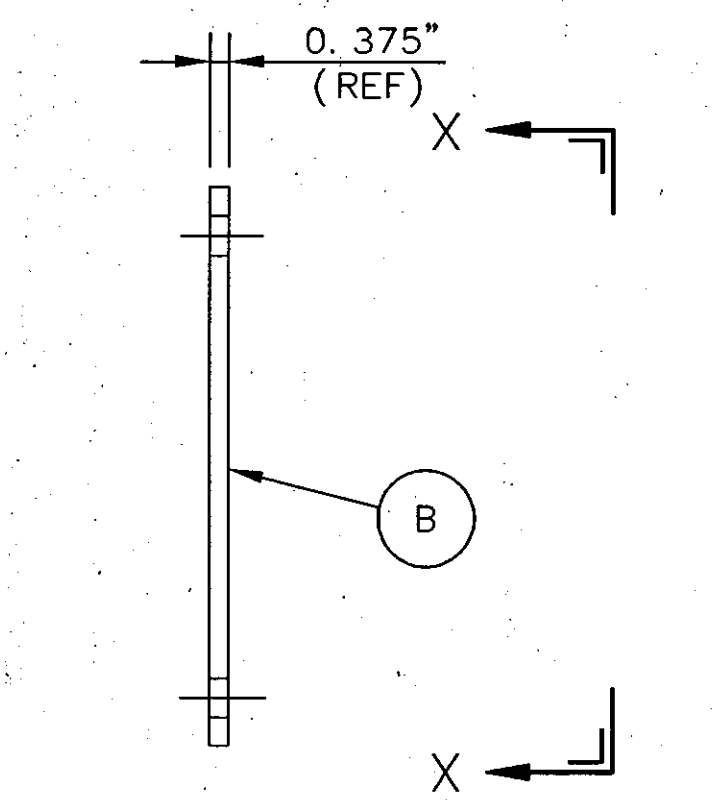
NOTE:
WORK THIS SHEET WITH
DWG'S #MH-02, MH-03, MH-04, MH-05,
MH-16, MH-17, MH-18, MH-19,
MH-21, MH-22, MH-23, MH-24,
& MH-25

ITEM	NAME	MATERIAL	REMARKS	QTY
C	FLAT	AISI 1018/26 HR	1/2 x 2.00 x 11.50 LG.	12
B	FLAT	AISI 1018/26 HR	3/8 x 2.00 x 11.50 LG.	12
A	FLAT	AISI 1018/26 HR	1/8 x 2.00 x 11.50 LG.	4

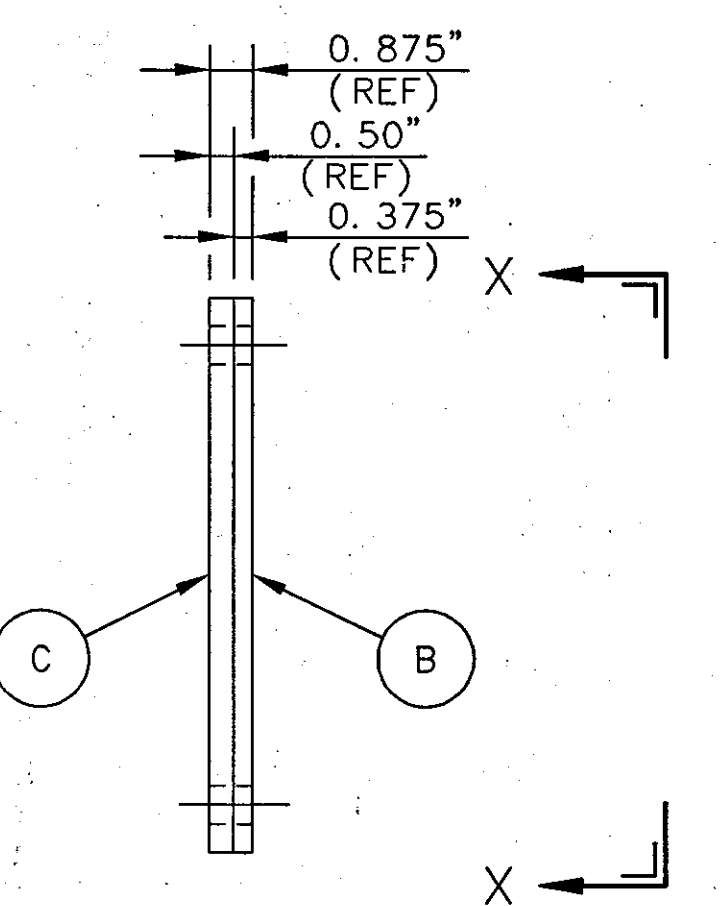
BILL OF MATERIAL



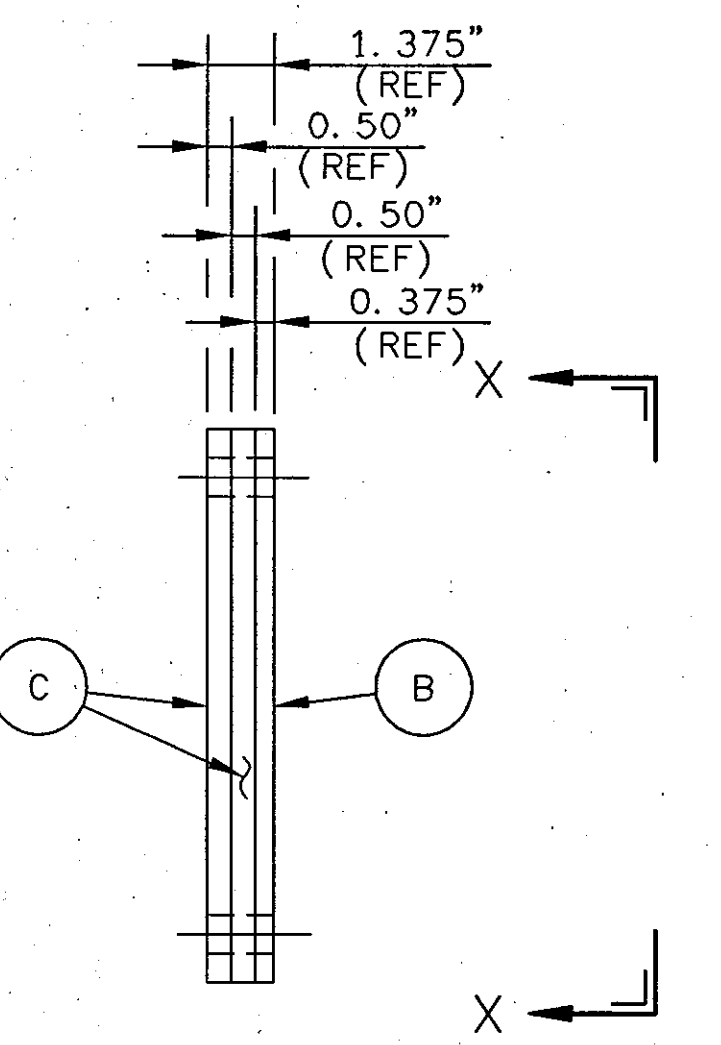
DETAIL OF 1/8" SHIM
SCALE: 3"=1'-0"



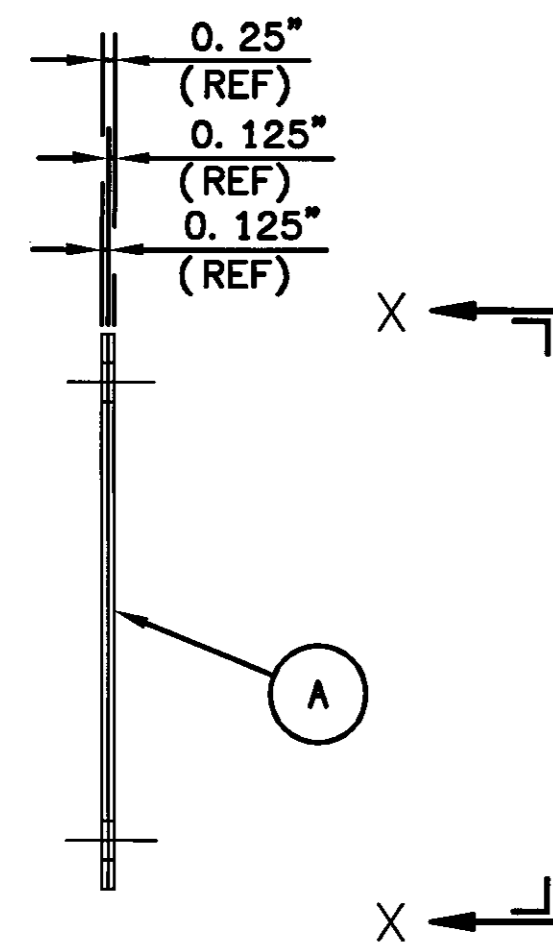
DETAIL OF 3/8" SHIM
SCALE: 3"=1'-0"



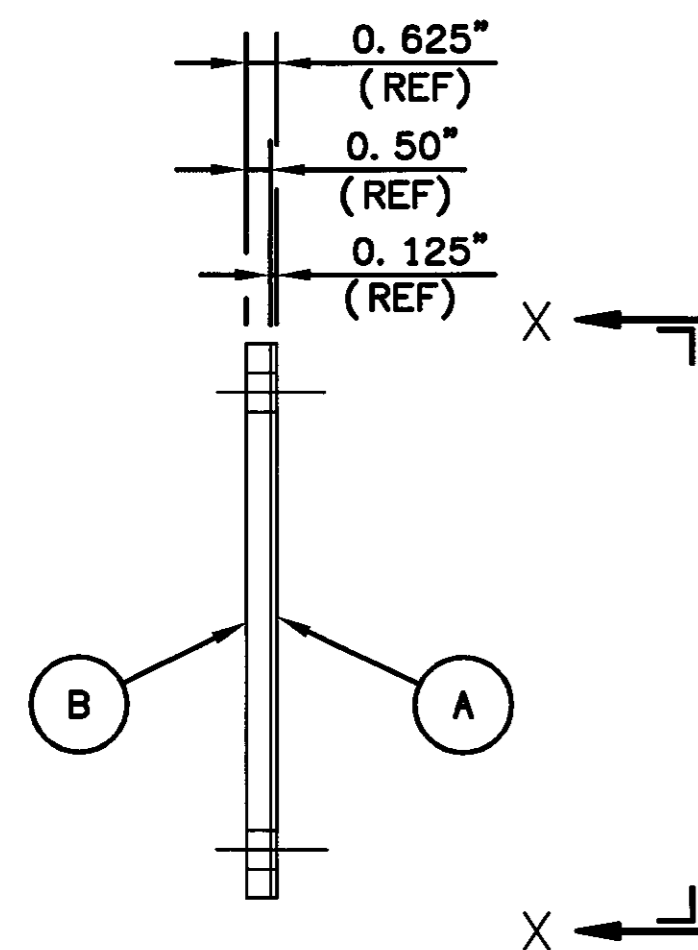
DETAIL OF 7/8" SHIM PACK
SCALE: 3"=1'-0"



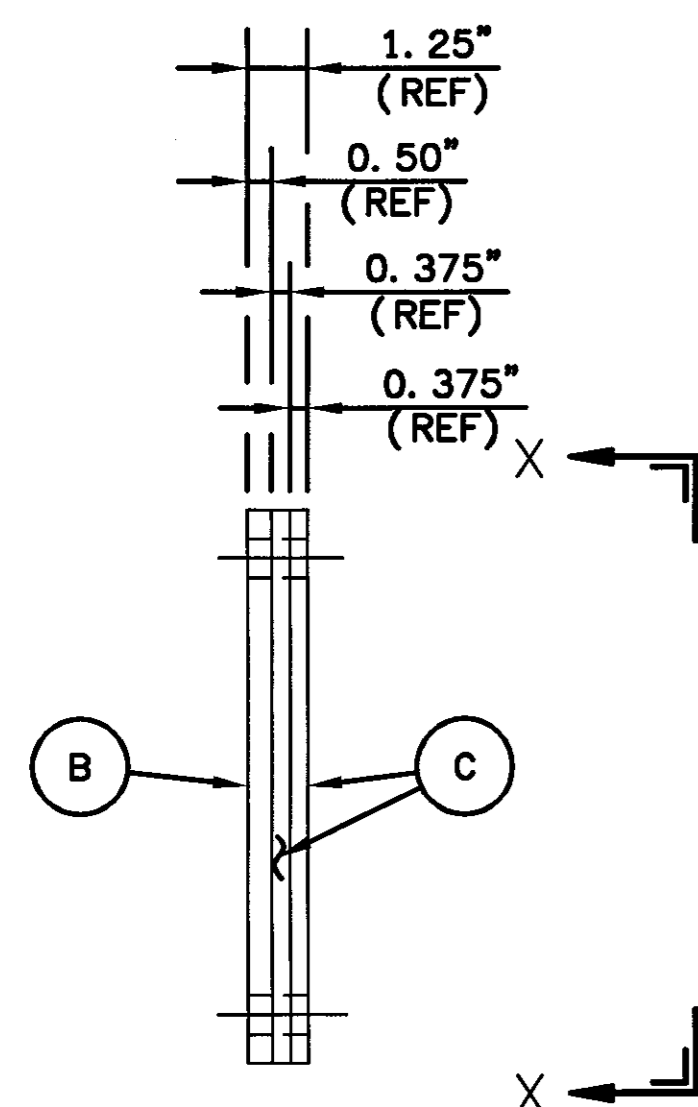
DETAIL OF 1 3/8" SHIM PACK
SCALE: 3"=1'-0"



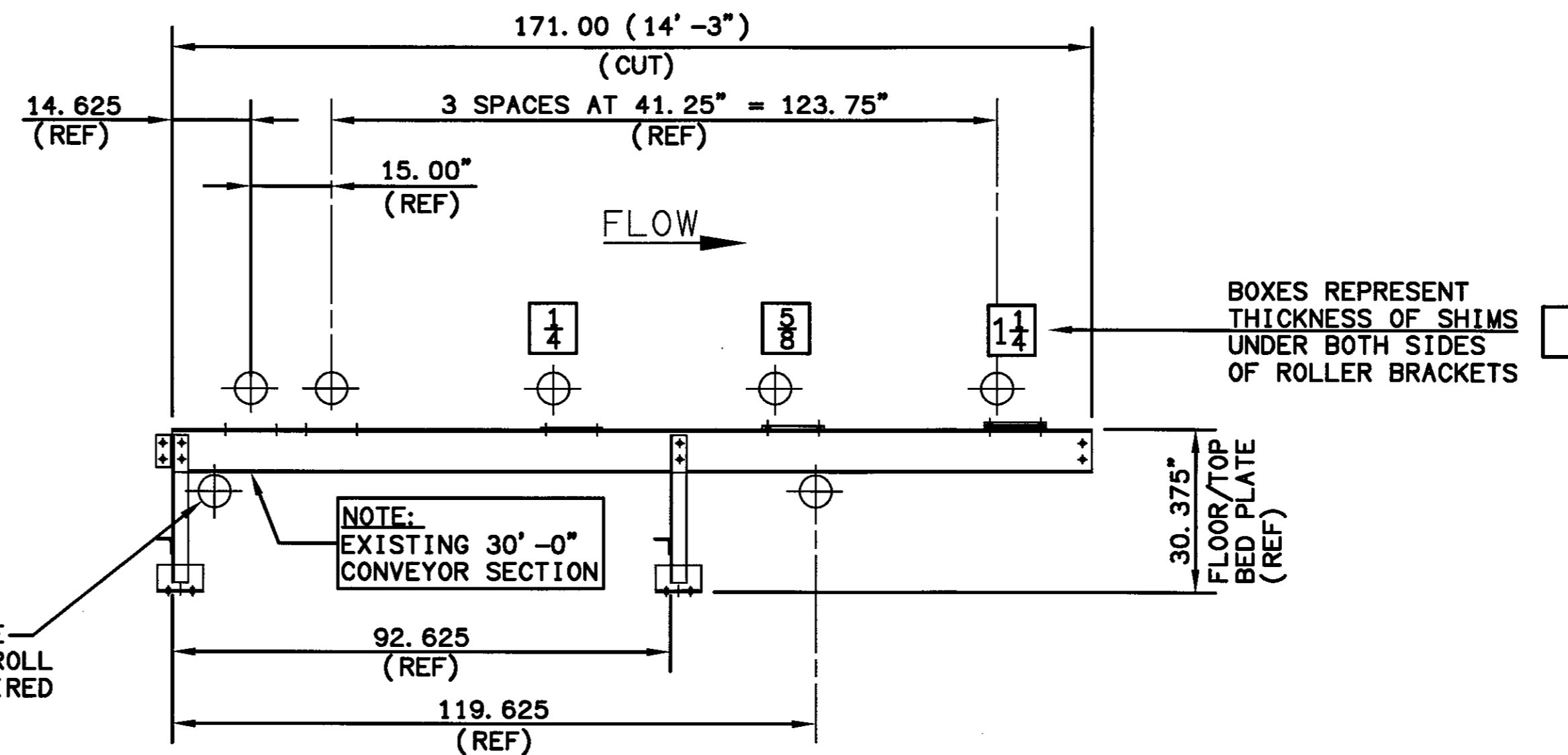
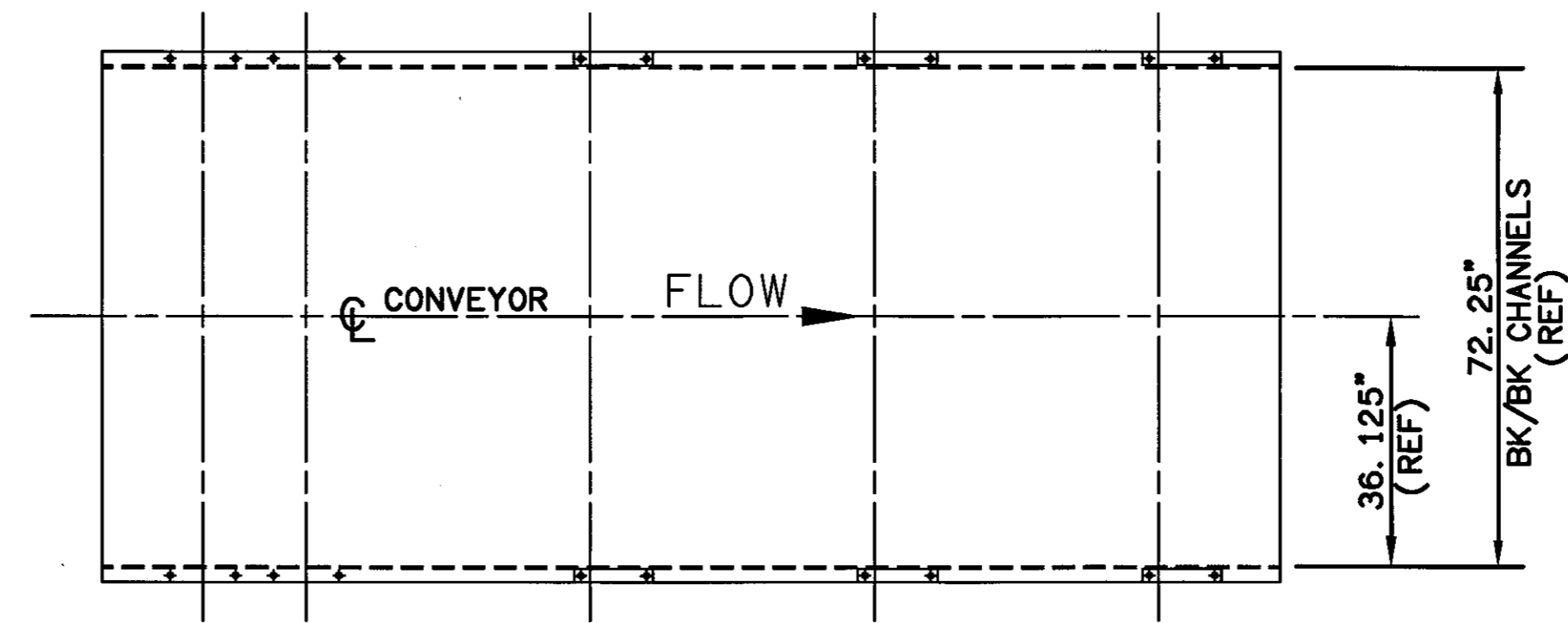
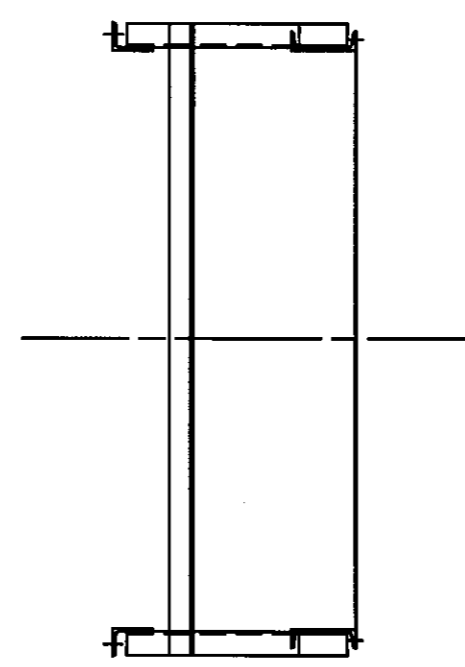
DETAIL OF 1/4" SHIM PACK
SCALE: 3"=1'-0"



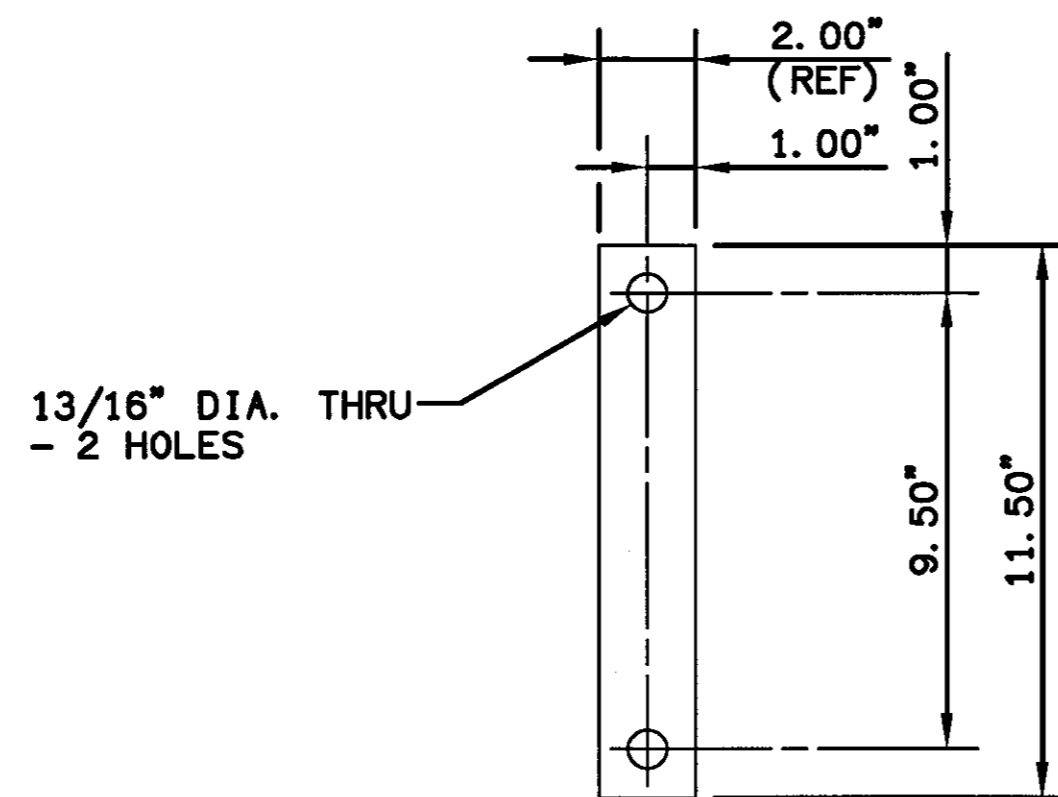
DETAIL OF 5/8" SHIM PACK
SCALE: 3"=1'-0"



DETAIL OF 1 1/4" SHIM PACK
SCALE: 3"=1'-0"



DETAIL OF 14'-3" CONVEYOR SECTION
SCALE: 1/2"=1'-0"



VIEW X-X
SCALE: 3"=1'-0"

NOTE:
WORK THIS SHEET WITH
DWG'S #MH-02, MH-03, MH-04, MH-05,
MH-16, MH-17, MH-18, MH-19,
MH-20, MH-22, MH-23, MH-24,
& MH-25

ITEM	NAME	MATERIAL	REMARKS	QTY
C	FLAT	AISI 1018/26 HR	3/8 x 2.00 x 11.50 LG.	4
B	FLAT	AISI 1018/26 HR	1/2 x 2.00 x 11.50 LG.	4
A	FLAT	AISI 1018/26 HR	1/8 x 2.00 x 11.50 LG.	6

BILL OF MATERIAL

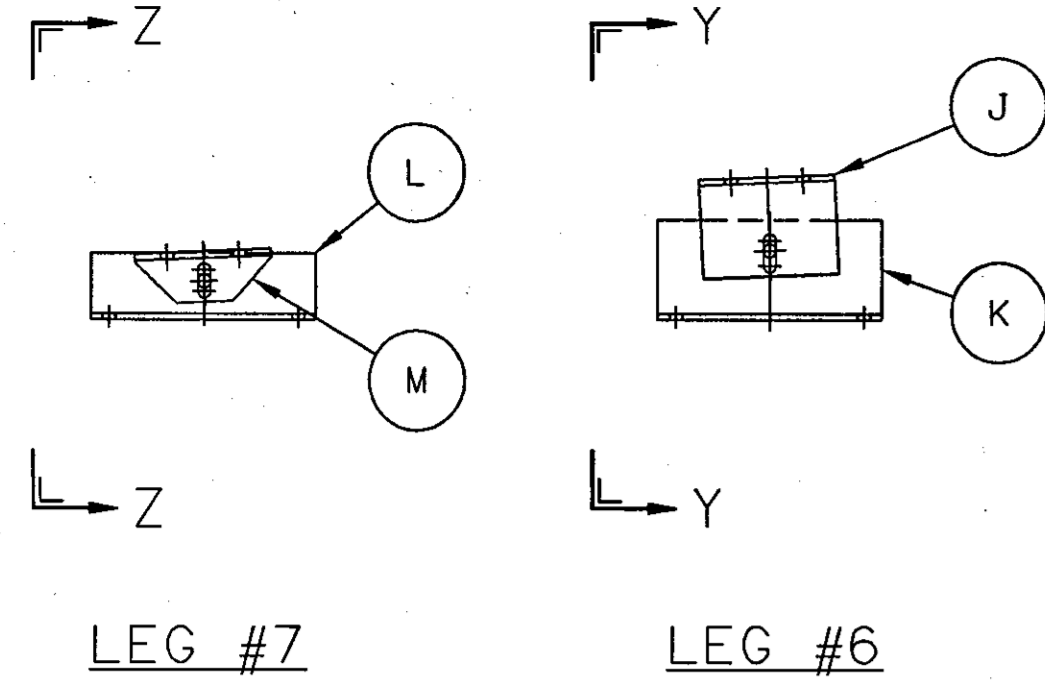
ISSUED		
NO.	DATE	DESCRIPTION
0	02/03/03	RELEASED TO HWH
1	02-18-03	ISSUED FOR CONSTRUCTION
2	04-18-03	REV'D TUNNEL LOC.-SHORTEN SECT.

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

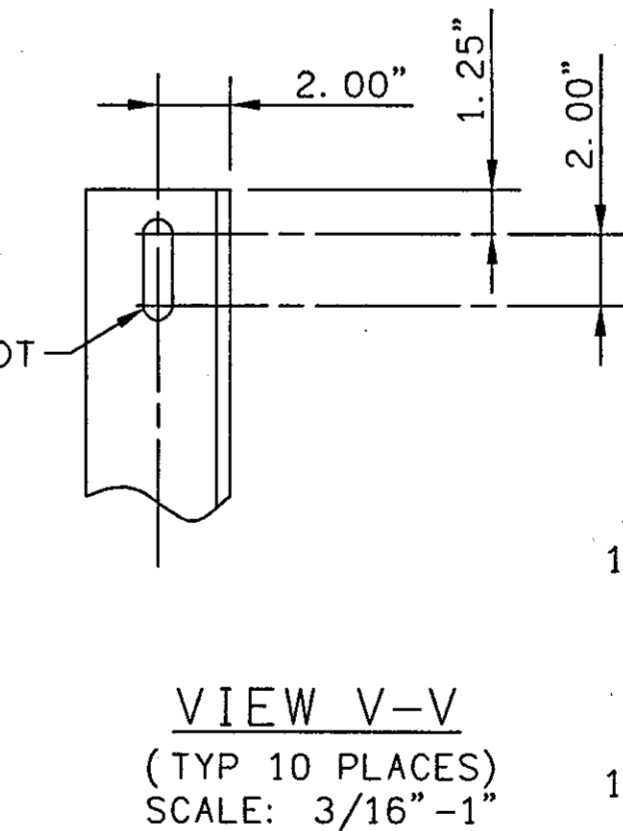
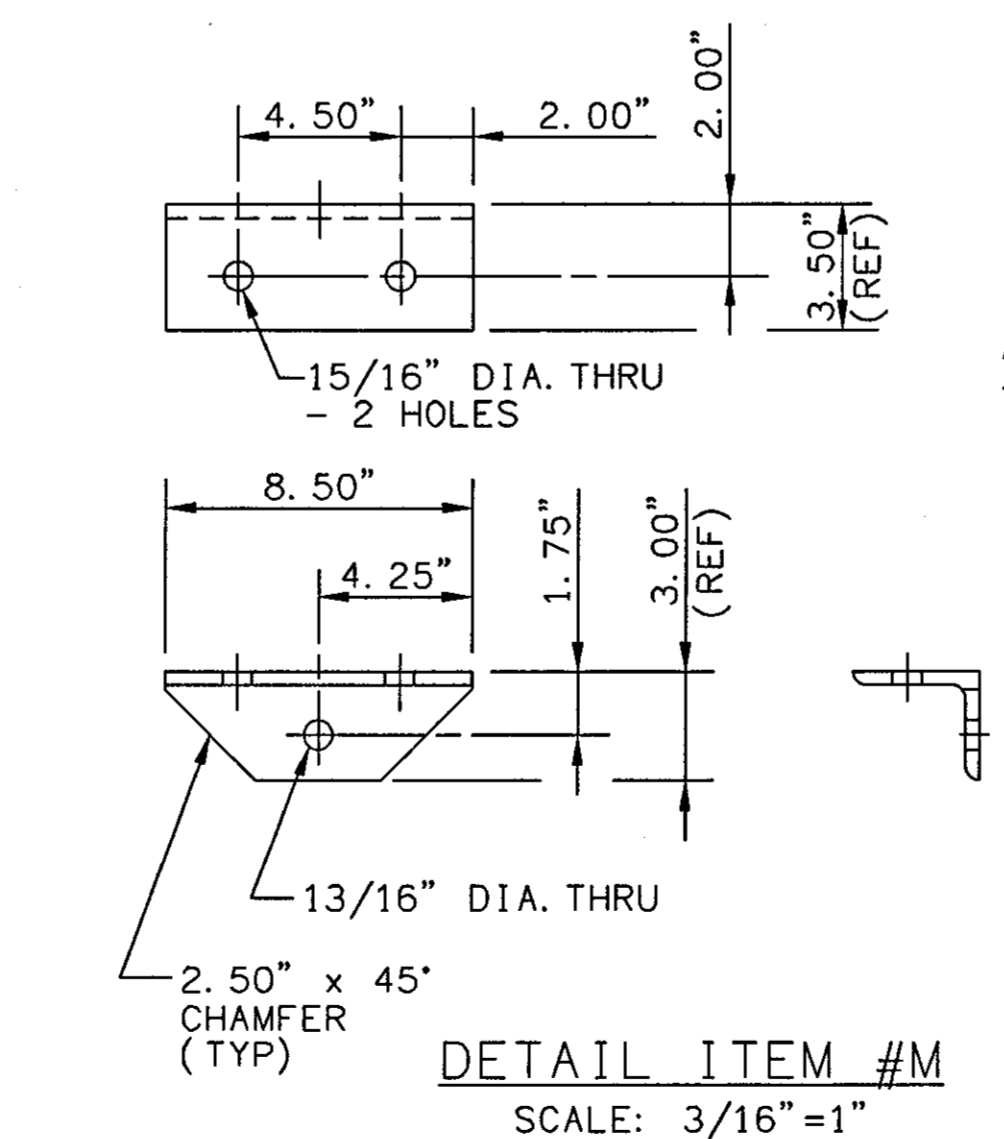
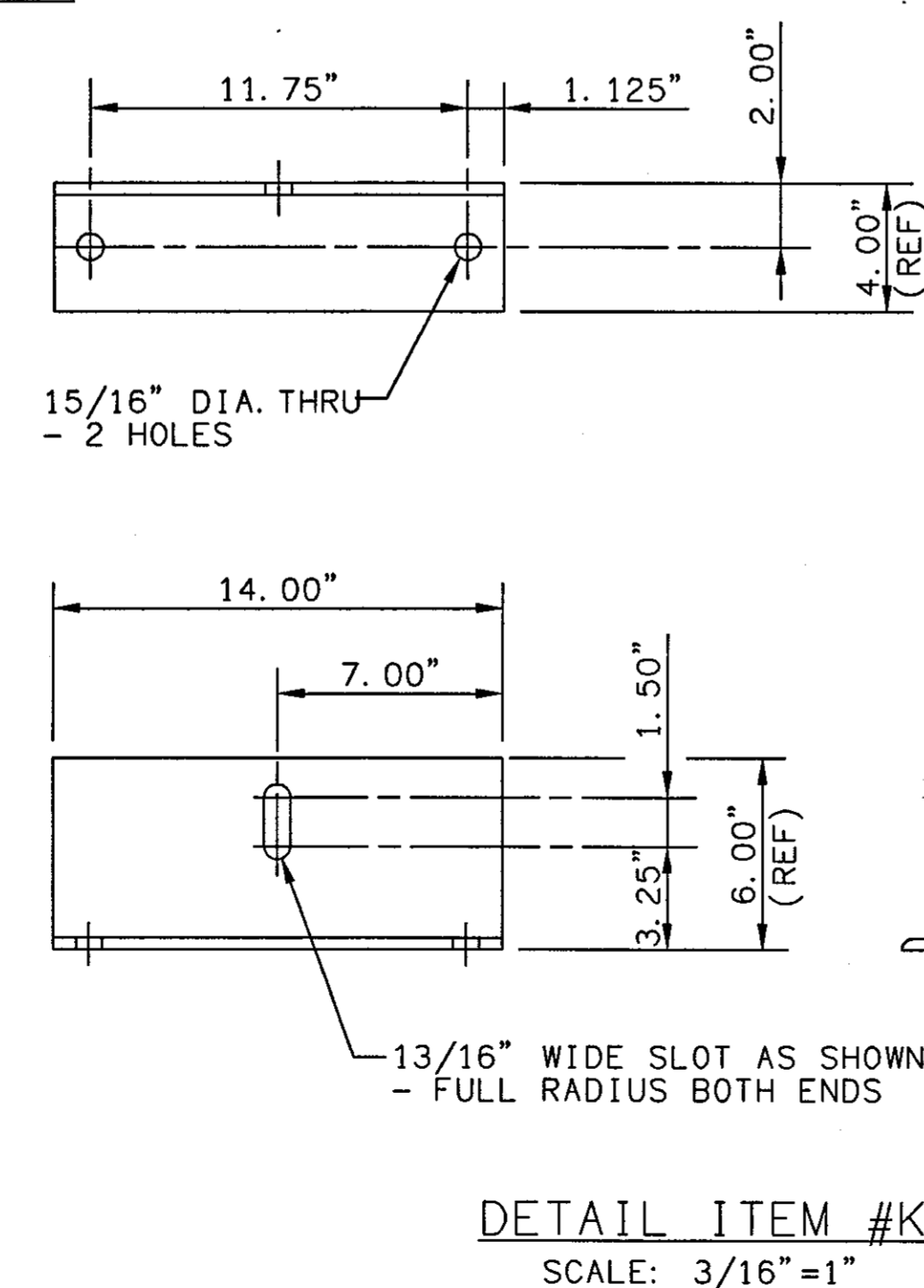
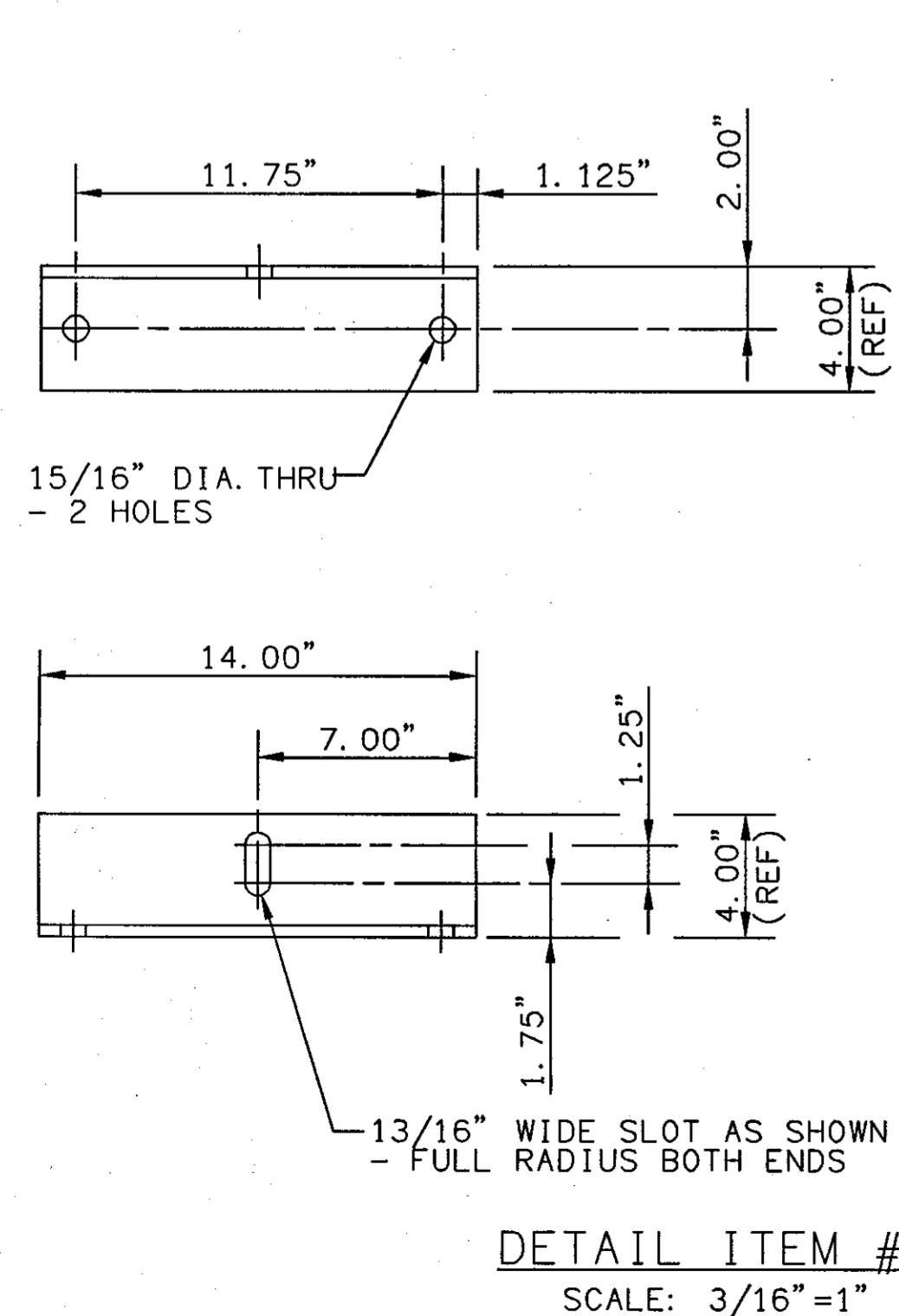
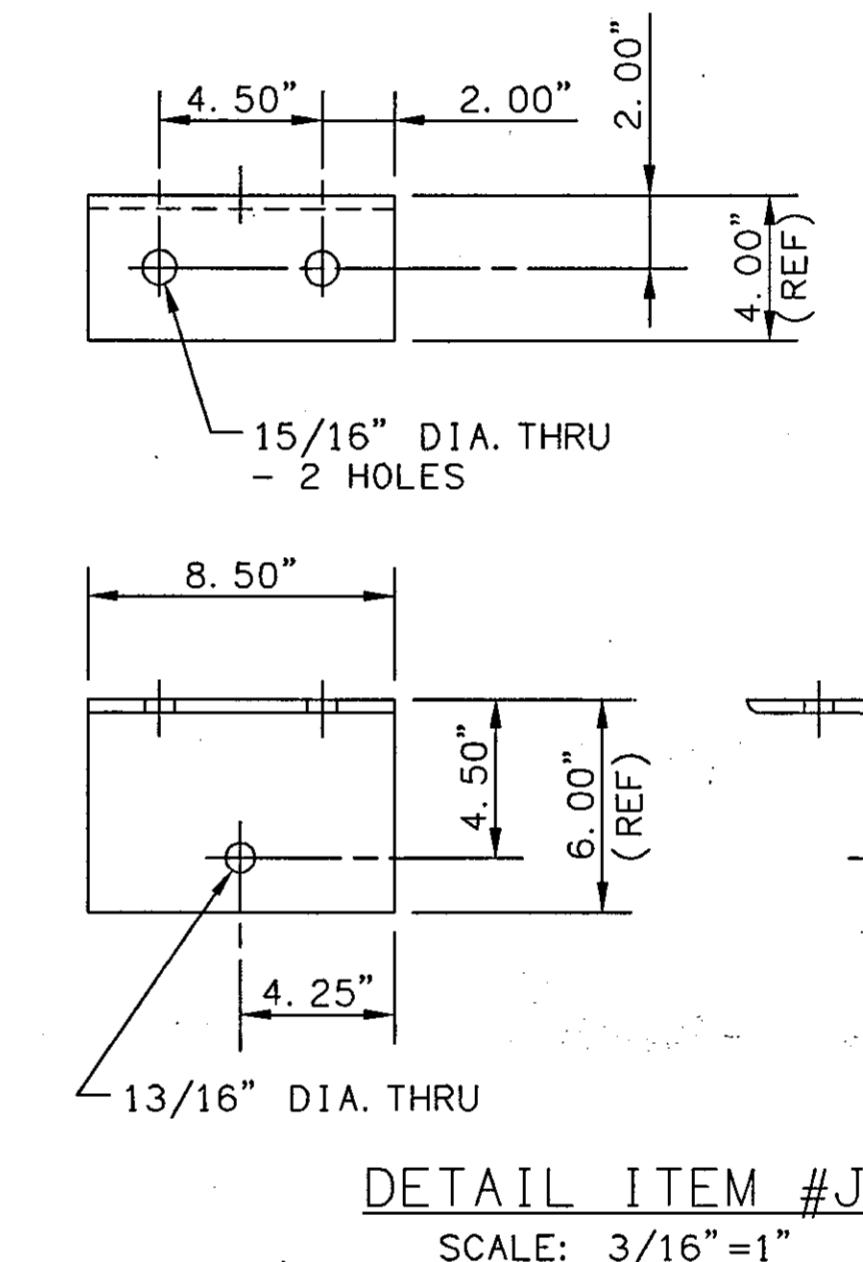
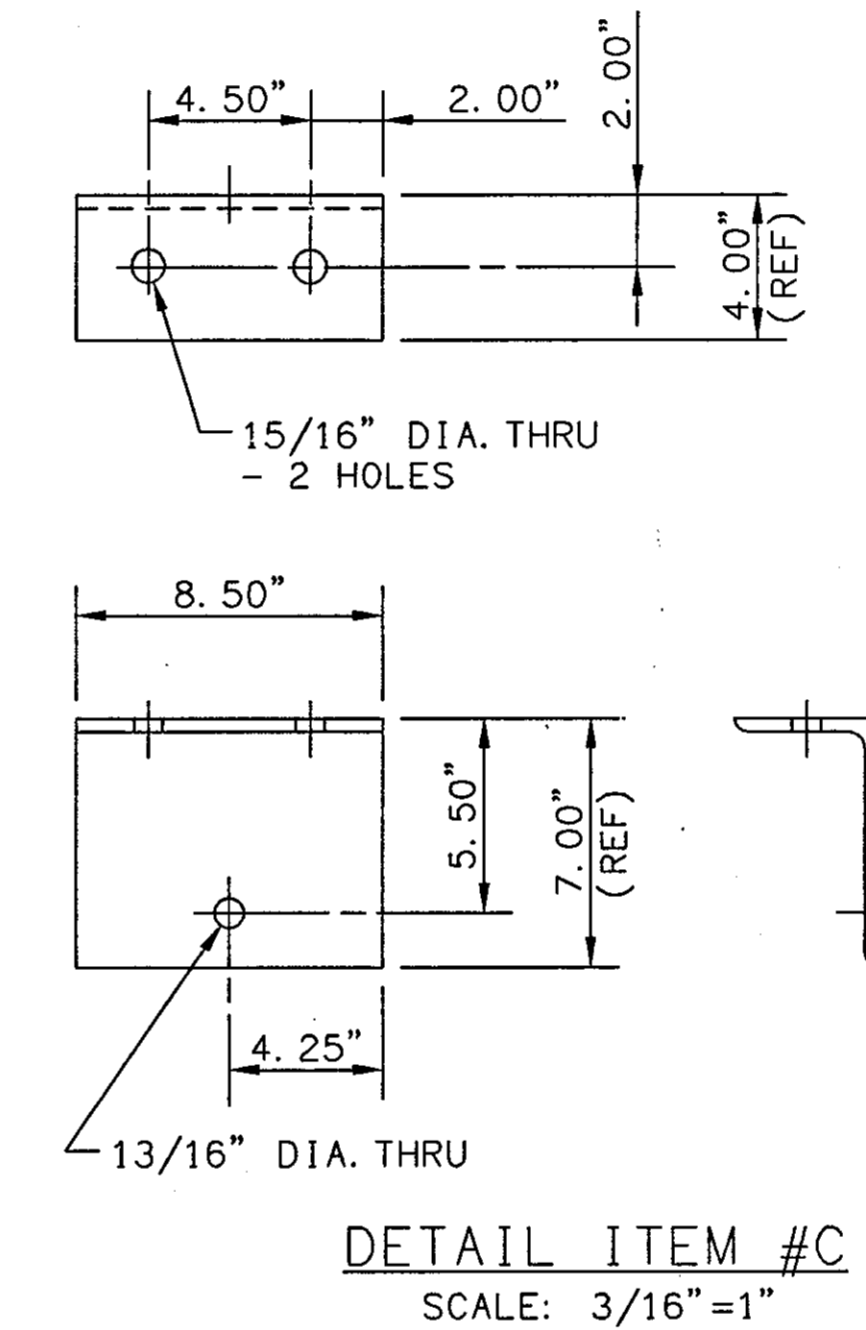
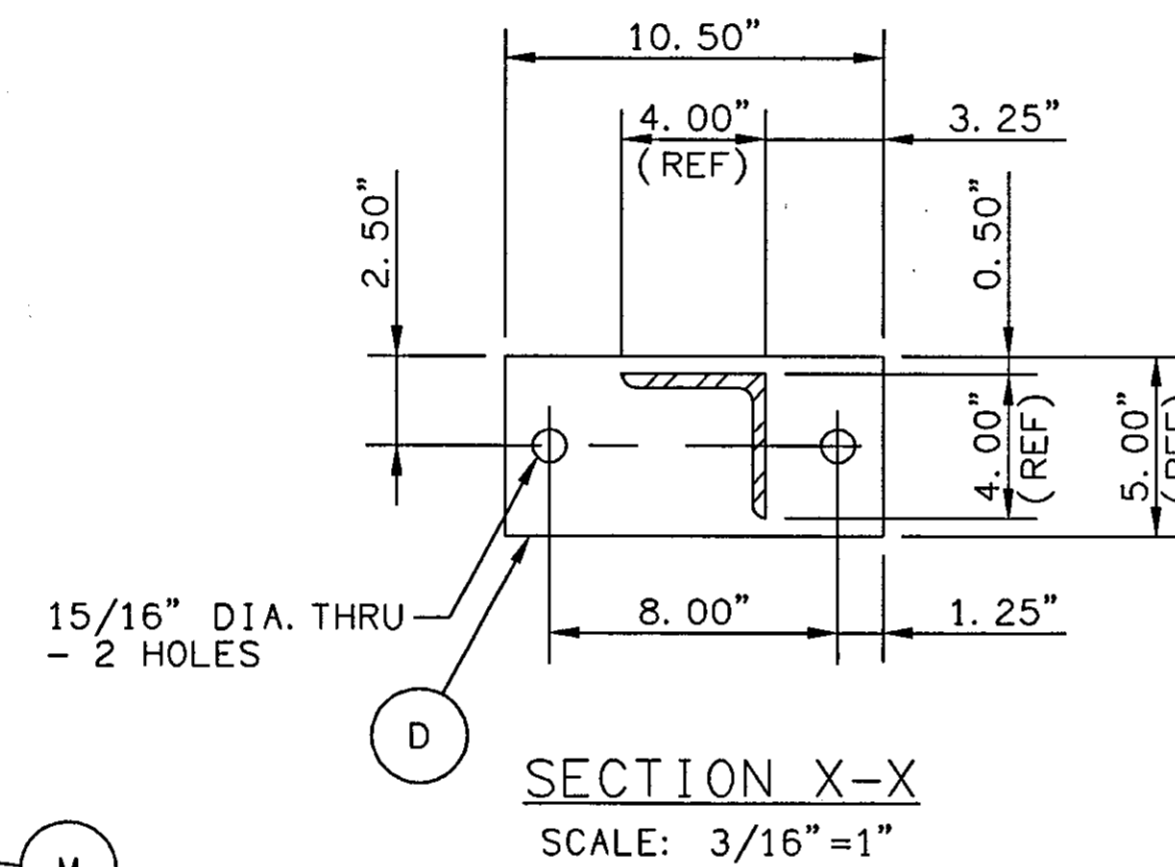
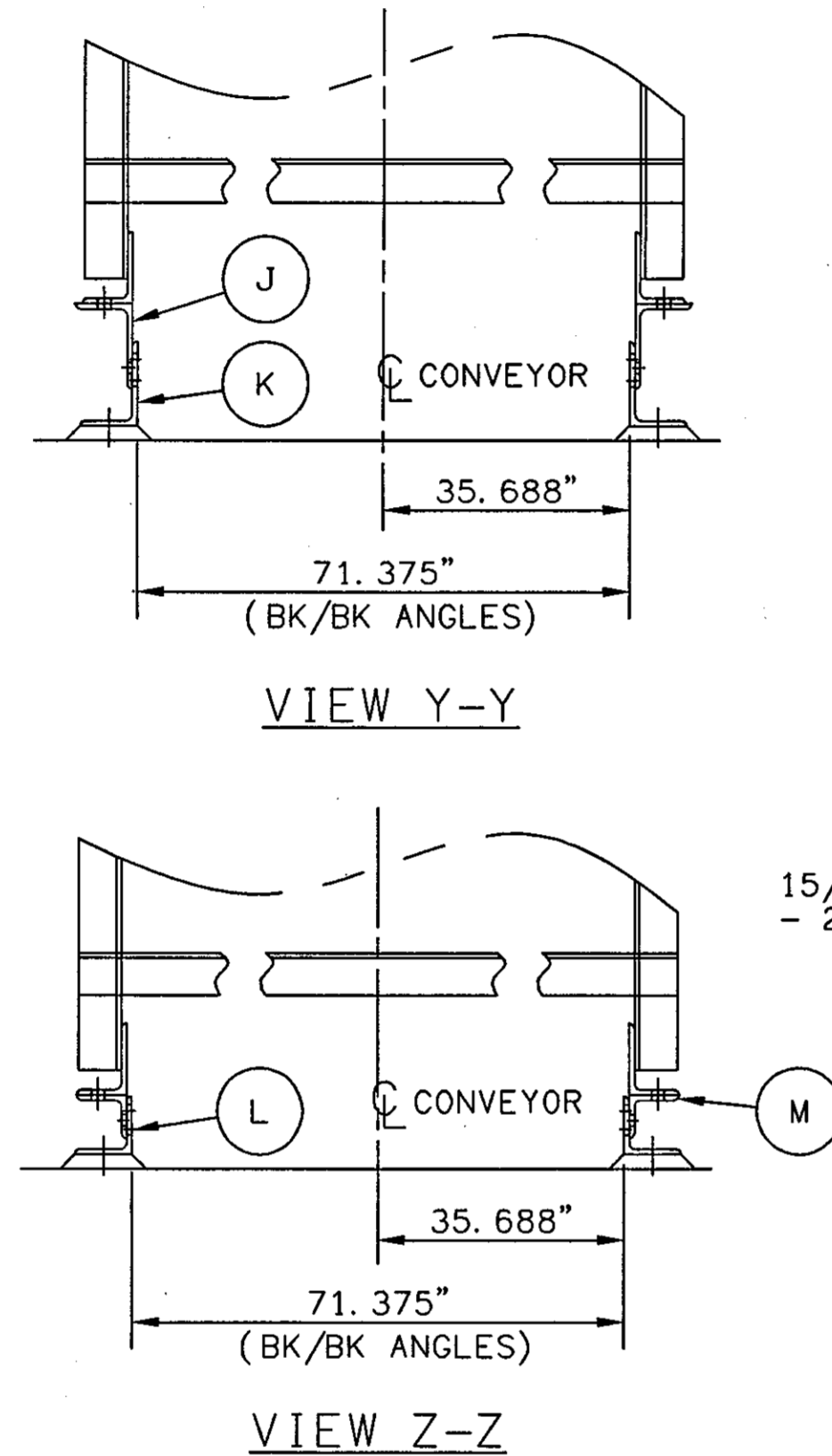
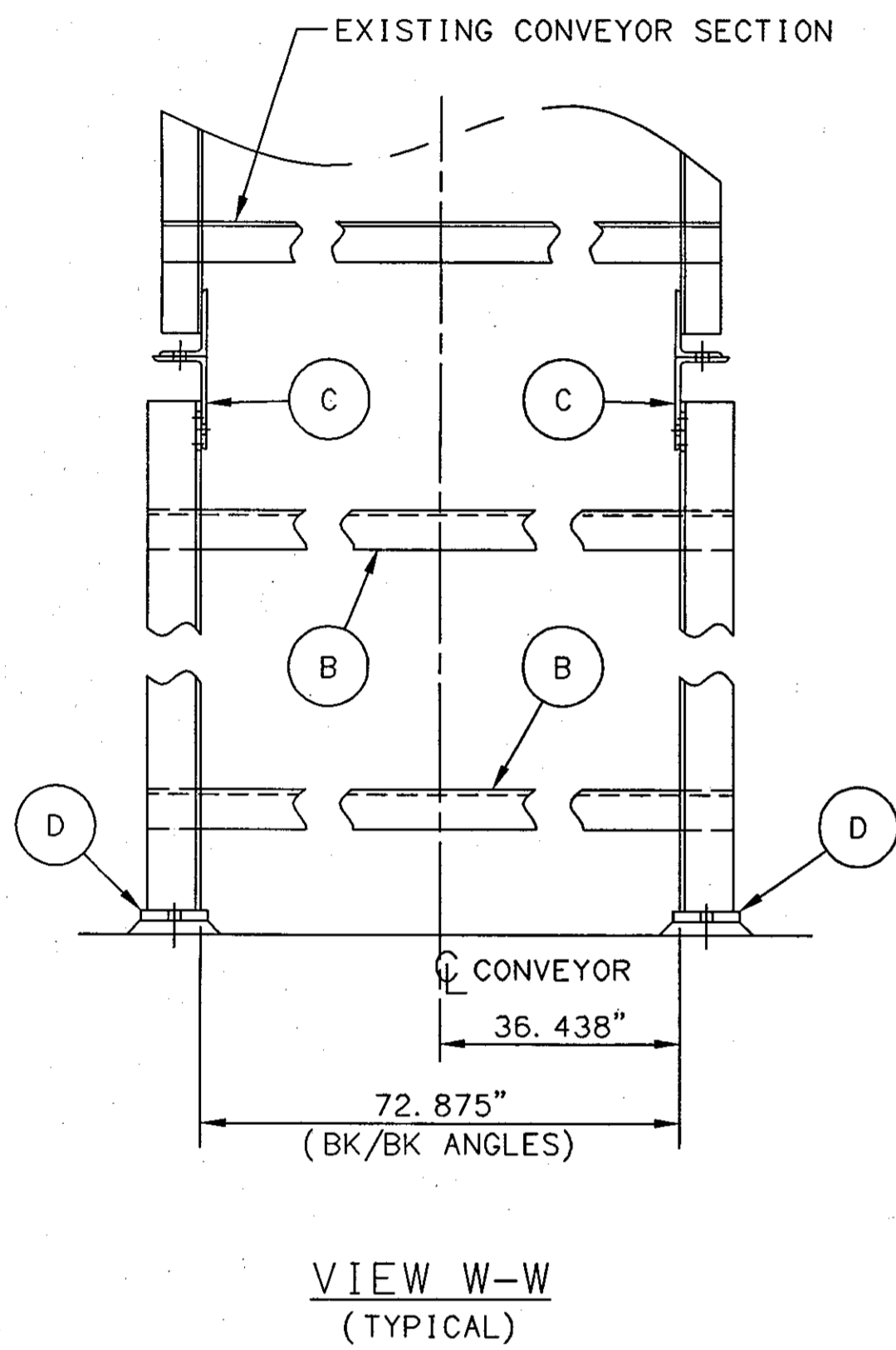
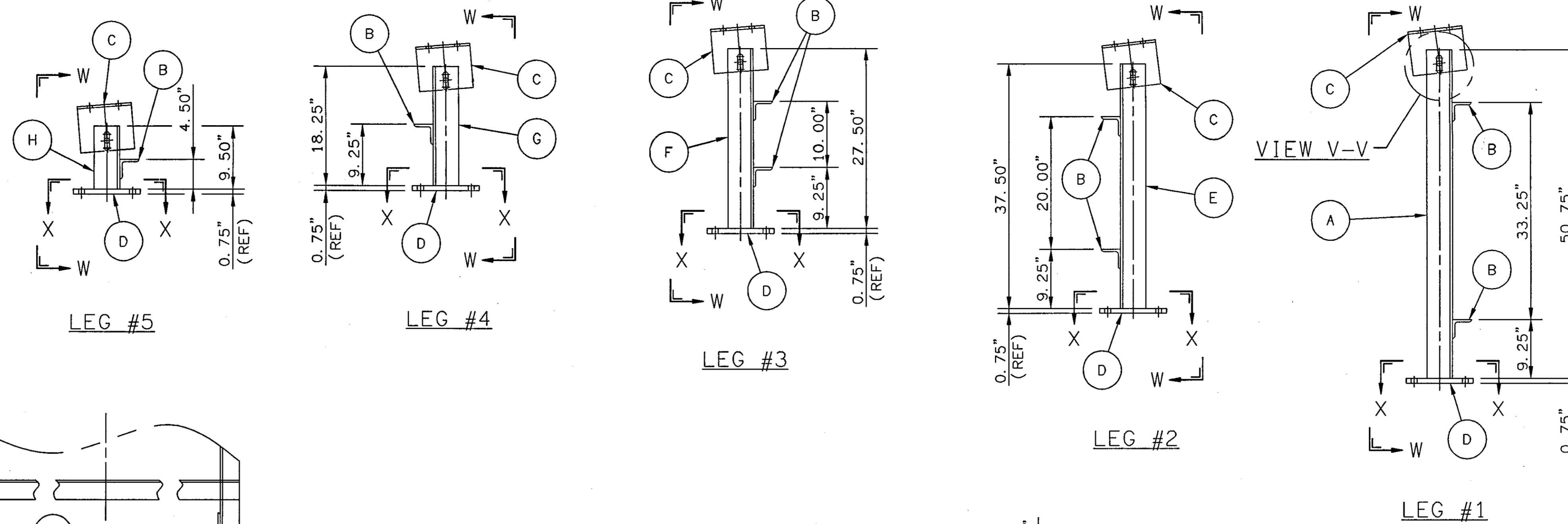
SHEET TITLE
NEW CONVEYOR #CBT C-1
-14' -3" CONVEYOR SECT.

ISSUED 02-18-03	SCALE NOTED
DRAWN H&A/MJL	CHECKED
CONTRACT NO. A2-133	DRAWING NO. MH-21

NOTE:
DO NOT WELD ITEMS
#J & #M IN PLACE



NOTE:
DO NOT WELD
#C IN PLACE



NOTES:
1) WORK THIS SHEET WITH
DWG'S #MH-02, MH-03, MH-04, MH-05,
MH-16, MH-17, MH-18, MH-19,
MH-20, MH-21, MH-23, MH-24,
& MH-25
1) WELD ITEM #C, #J, & #M IN PLACE
AT CONVEYOR ASSEMBLY

WELDED CONSTRUCTION
- ALL WELDS TO BE
5/16" FILLET CONTINUOUS

ITEM	NAME	MATERIAL	REMARKS	QTY
M	ANGLE	ASTM A36	3 1/2 x 3.0 x 3/8 x 8.50 LG.	2
L	ANGLE	ASTM A36	4.0 x 4.0 x 3/8 x 14.00 LG.	2
K	ANGLE	ASTM A36	6.0 x 4.0 x 3/8 x 14.00 LG.	2
J	ANGLE	ASTM A36	6.0 x 4.0 x 3/8 x 8.50 LG.	2
H	ANGLE	ASTM A36	4.0 x 4.0 x 3/8 x 9.50 LG.	2
G	ANGLE	ASTM A36	4.0 x 4.0 x 3/8 x 18.25 LG.	2
F	ANGLE	ASTM A36	4.0 x 4.0 x 3/8 x 27.50 LG.	2
E	ANGLE	ASTM A36	4.0 x 4.0 x 3/8 x 37.50 LG.	2
D	FLAT	AISI 1018/26 HR	3/4 x 5.0 x 10.50 LG.	10
C	ANGLE	ASTM A36	7.0 x 4.0 x 3/8 x 8.50 LG.	10
B	ANGLE	ASTM A36	3.0 x 3.0 x 3/8 x 80.875 LG.	8
A	ANGLE	ASTM A36	4.0 x 4.0 x 3/8 x 50.75 LG.	2
BILL OF MATERIAL				

ISSUED		
NO.	DATE	DESCRIPTION
0	02/03/03	RELEASED TO HWH
1	02-18-03	ISSUED FOR CONSTRUCTION

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVED. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

SHEET TITLE
NEW CONVEYOR #CBT C-1 - CONVEYOR LEGS ON CONCRETE

ISSUED 02-18-03	SCALE 1"=1'-0"
DRAWN H&A/MJL	CHECKED
CONTRACT NO.	DRAWING NO.
A2-133	MH-22

CLEVELAND BULK TERMINAL IRON ORE PELLET TRANSHIPMENT FACILITY

ISSUED

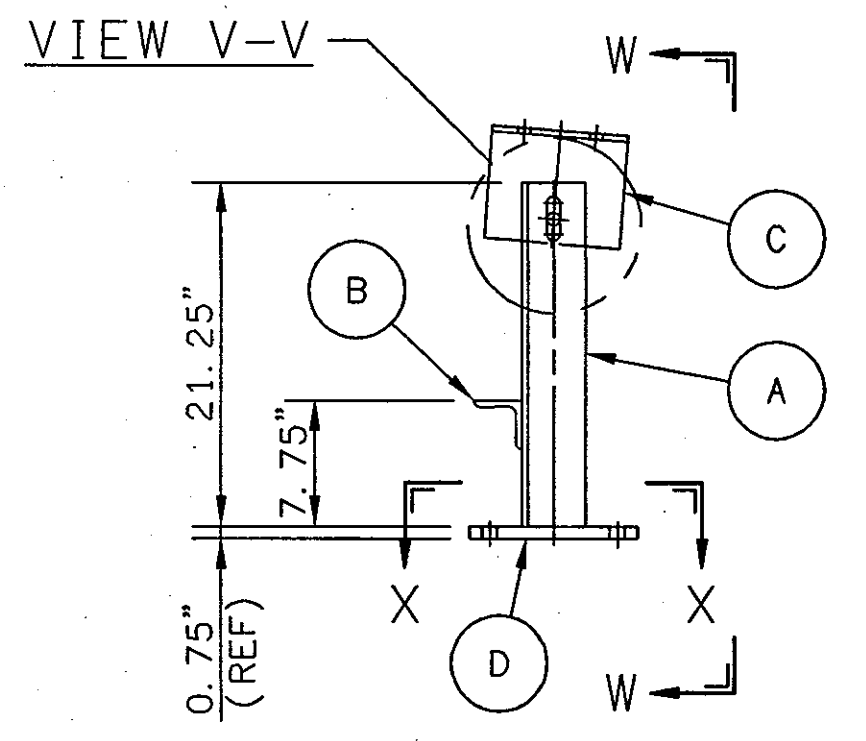
NO.	DATE	DESCRIPTION
0	02/03/03	RELEASED TO HWH
1	02-18-03	ISSUED FOR CONSTRUCTION

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

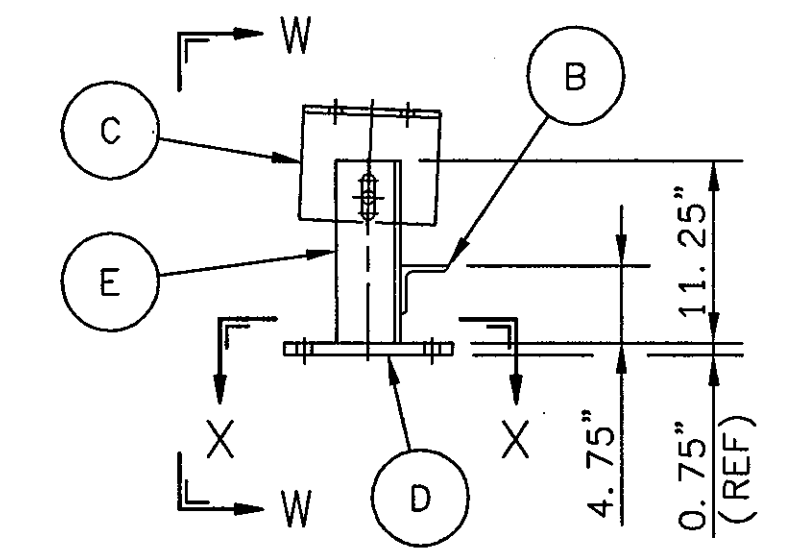
SHEET TITLE
NEW CONVEYOR #CBT C-1 - CONVEYOR LEGS ON TRUSS

ISSUED 02-18-03	SCALE 1"=1'-0"
DRAWN H&A/MJL	CHECKED
CONTRACT NO.	DRAWING NO.
A2-133	MH-23

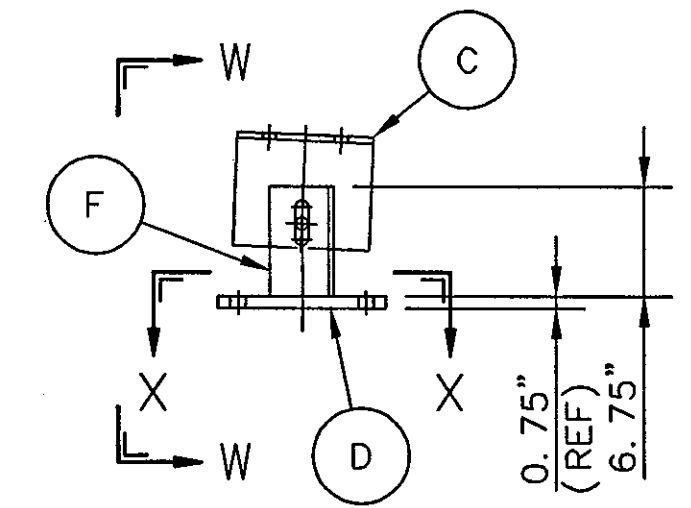
NOTE:
DO NOT WELD ITEMS #C & #G IN PLACE



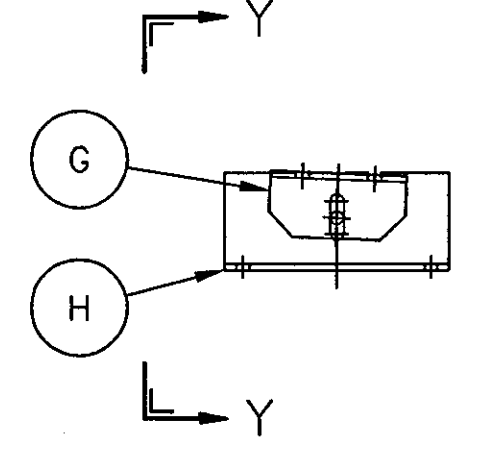
LEG #8



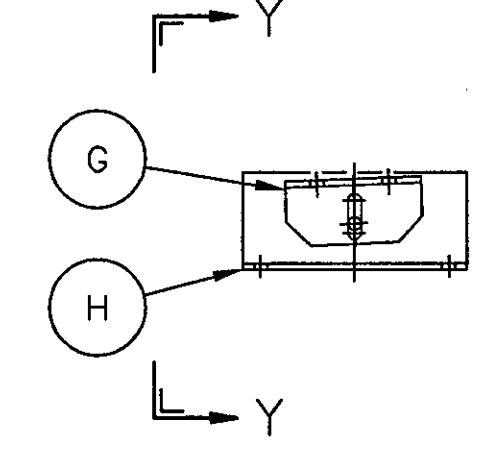
LEG #9



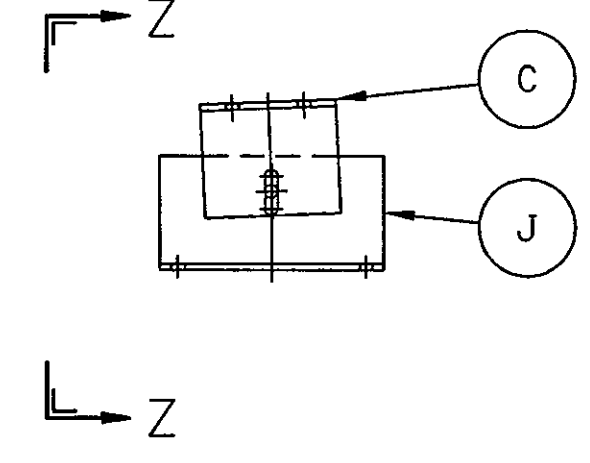
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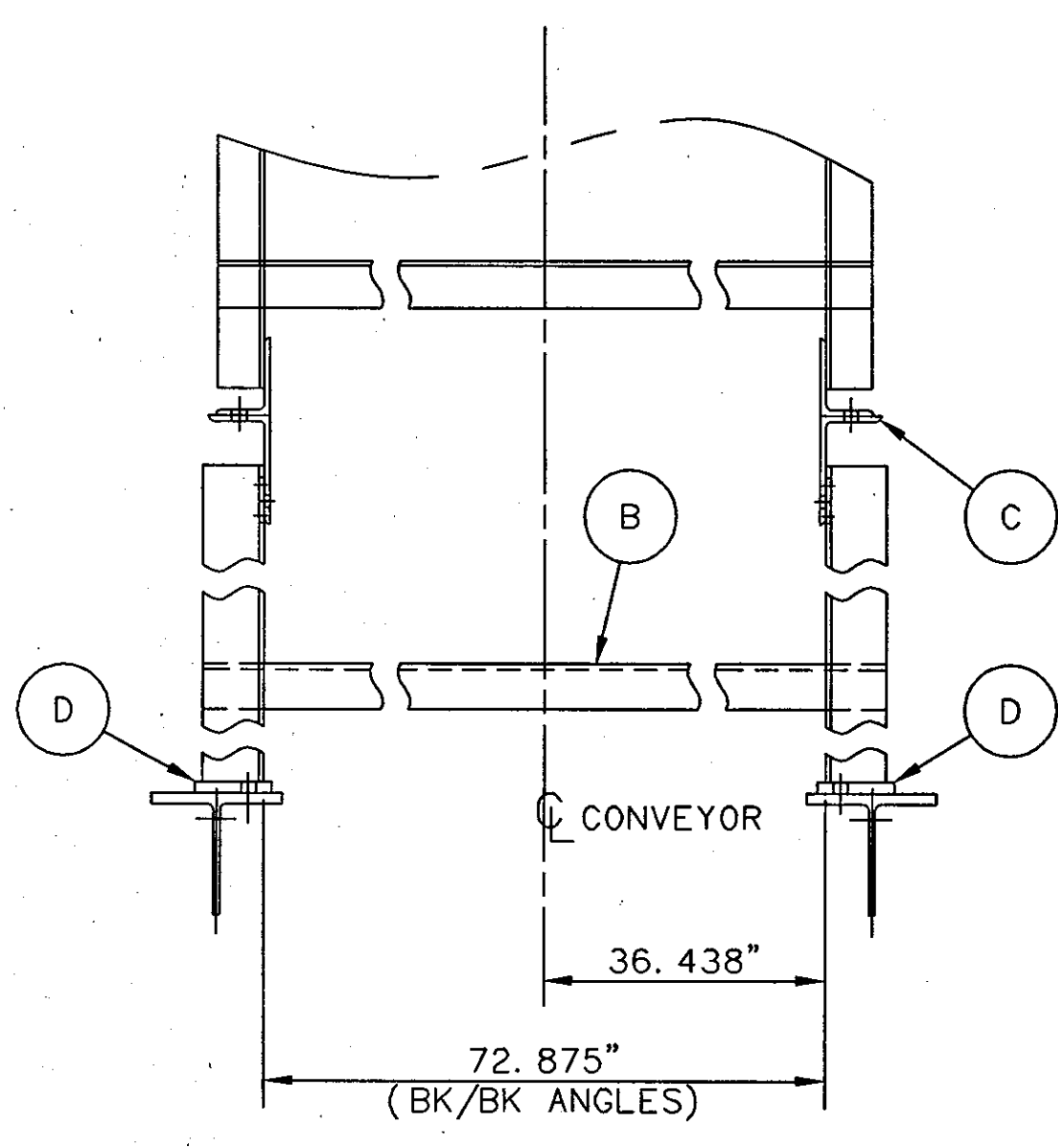
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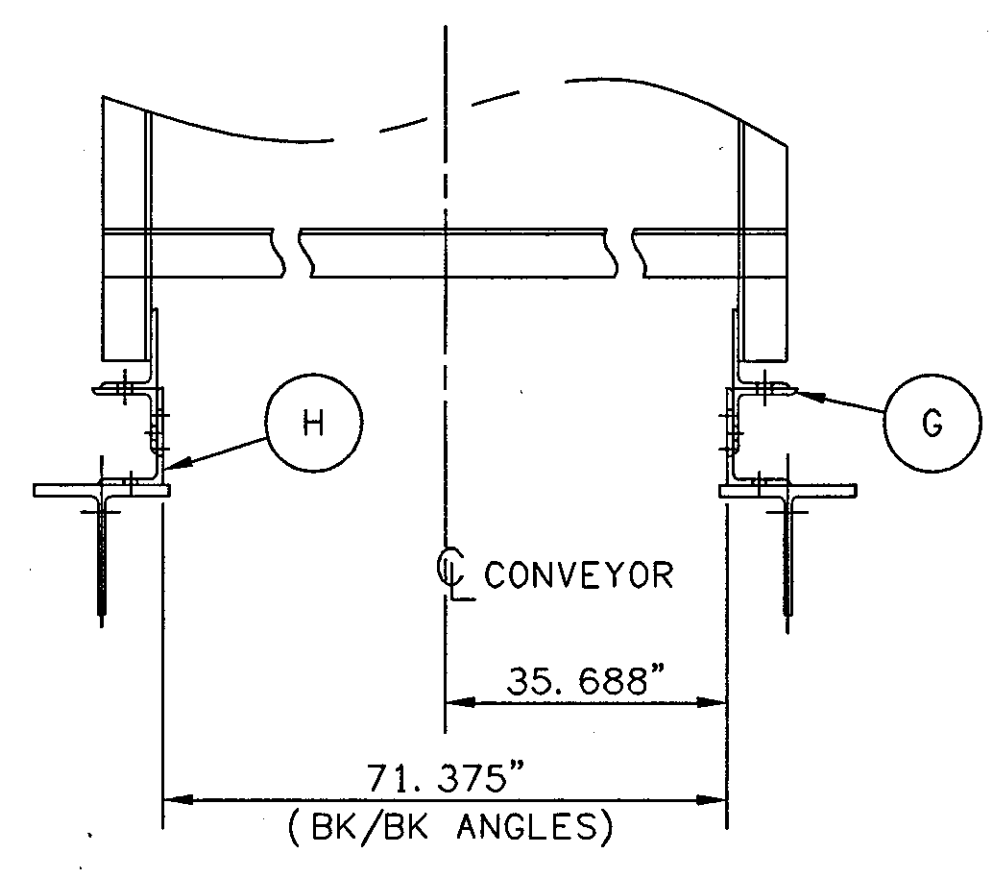
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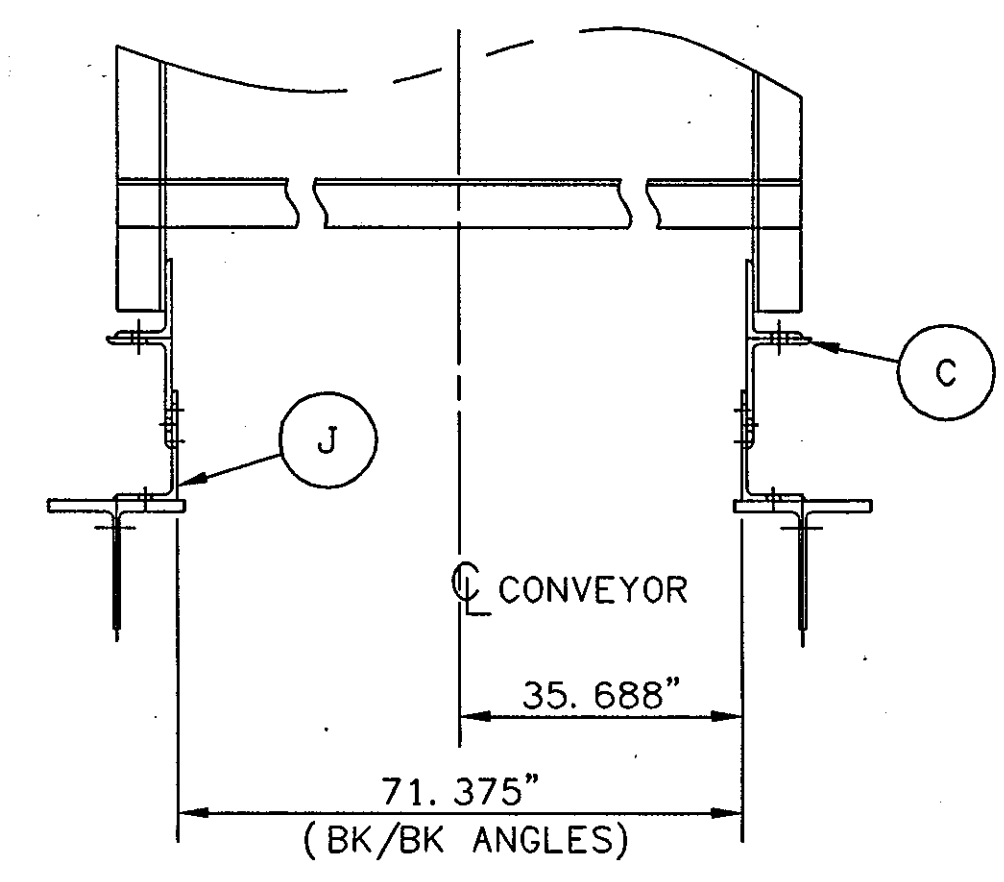
LEG #13



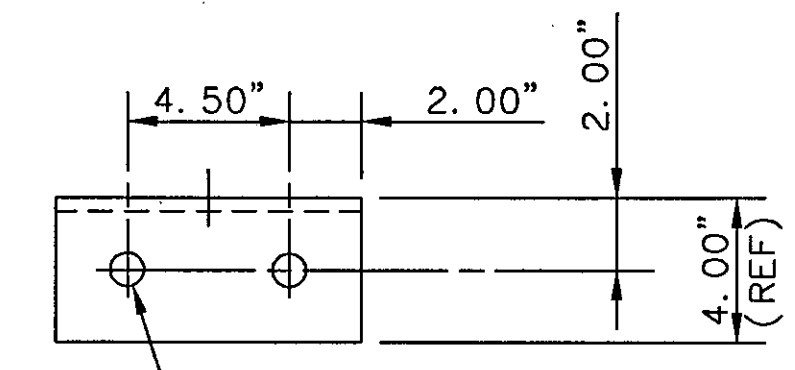
VIEW W-W (TYPICAL)



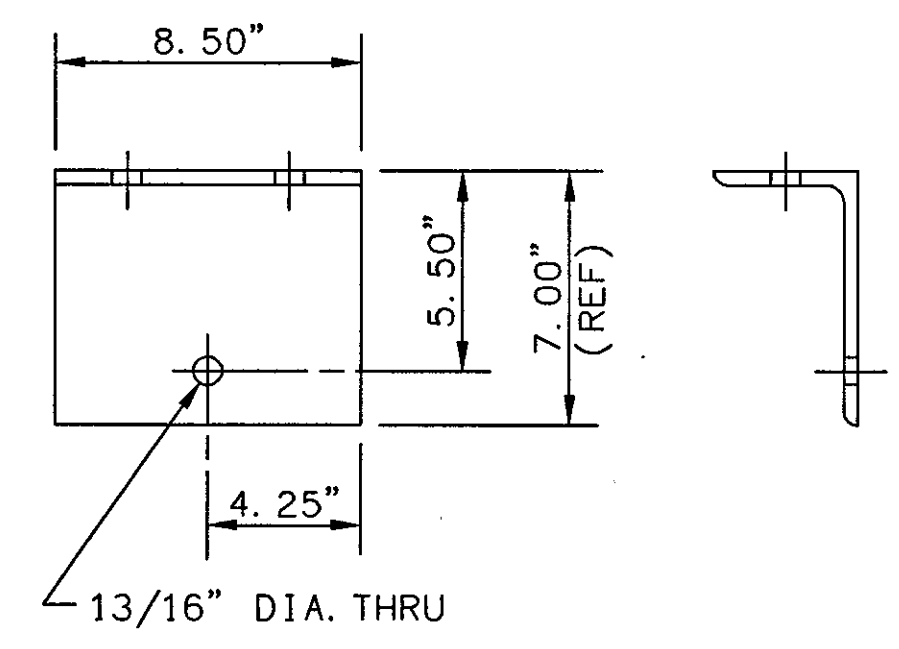
VIEW Y-Y



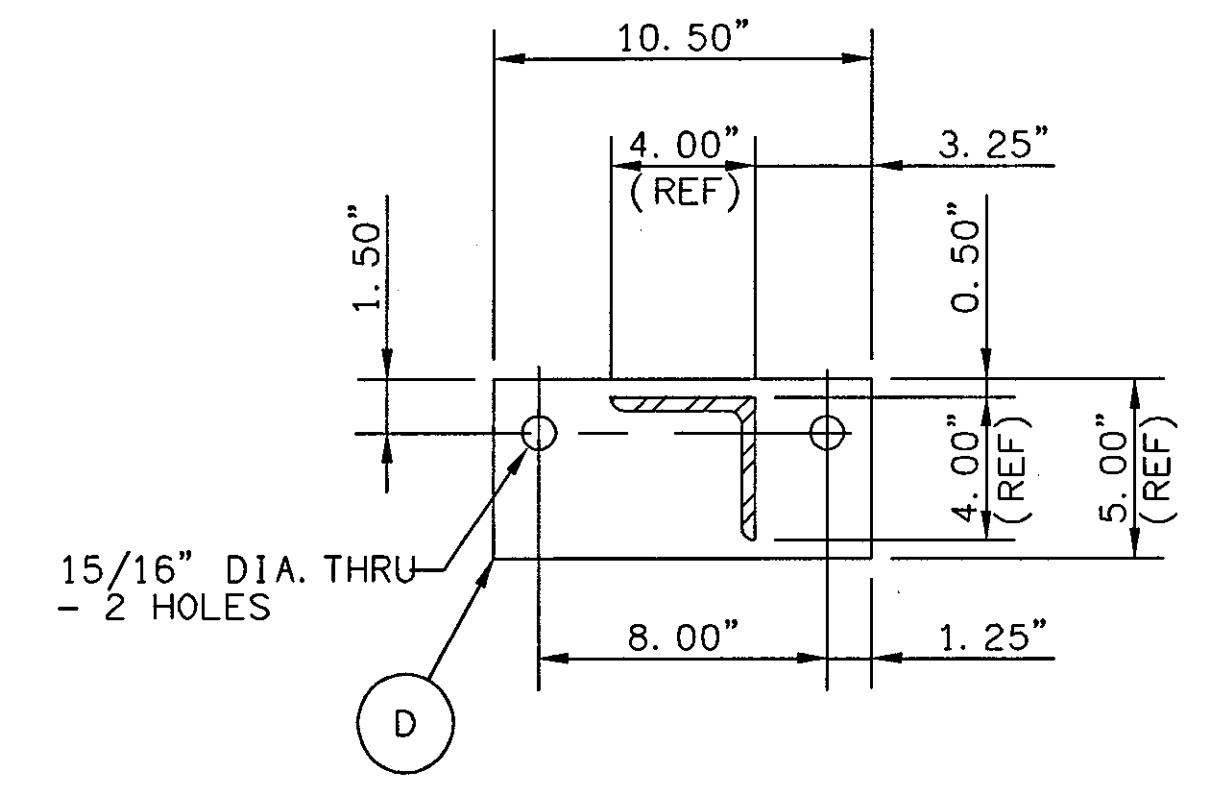
VIEW Z-Z



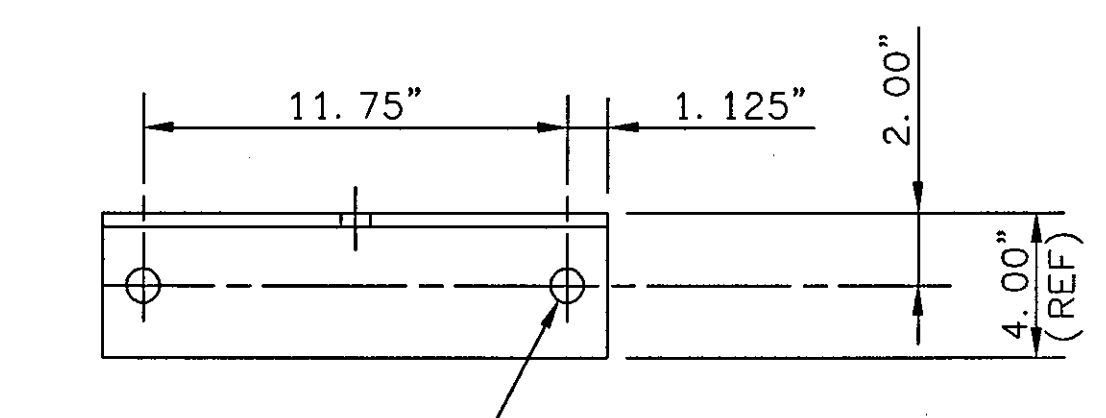
DETAIL ITEM #C
SCALE: 3/16"=1"



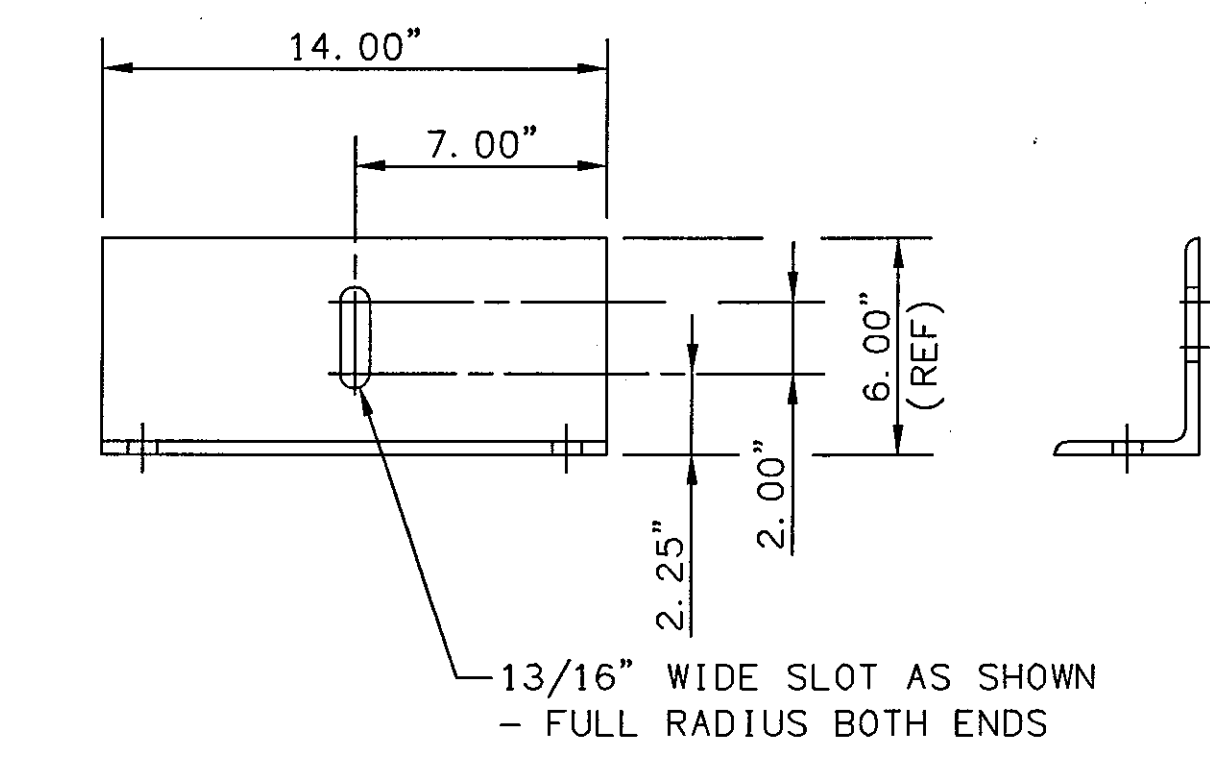
DETAIL ITEM #J
SCALE: 3/16"=1"



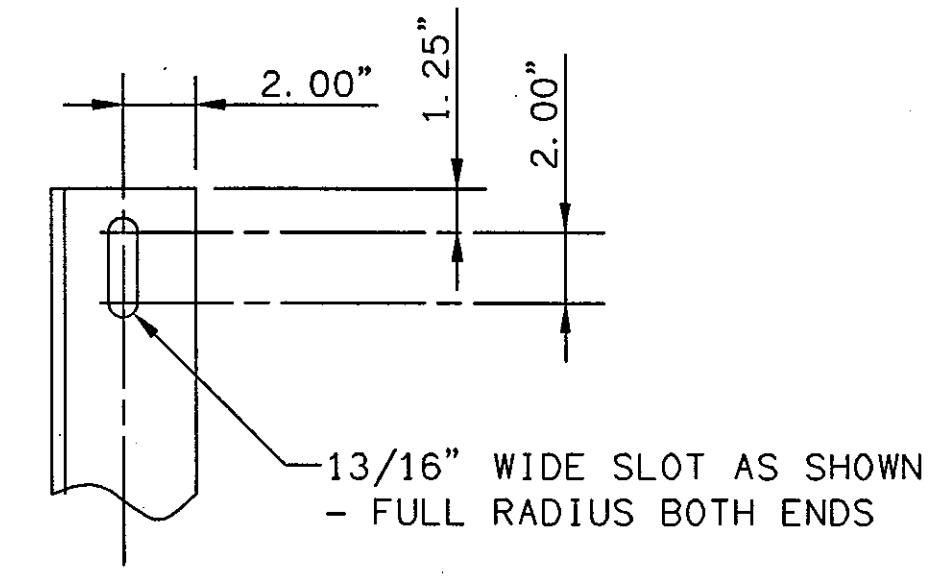
SECTION X-X
SCALE: 3/16"=1"



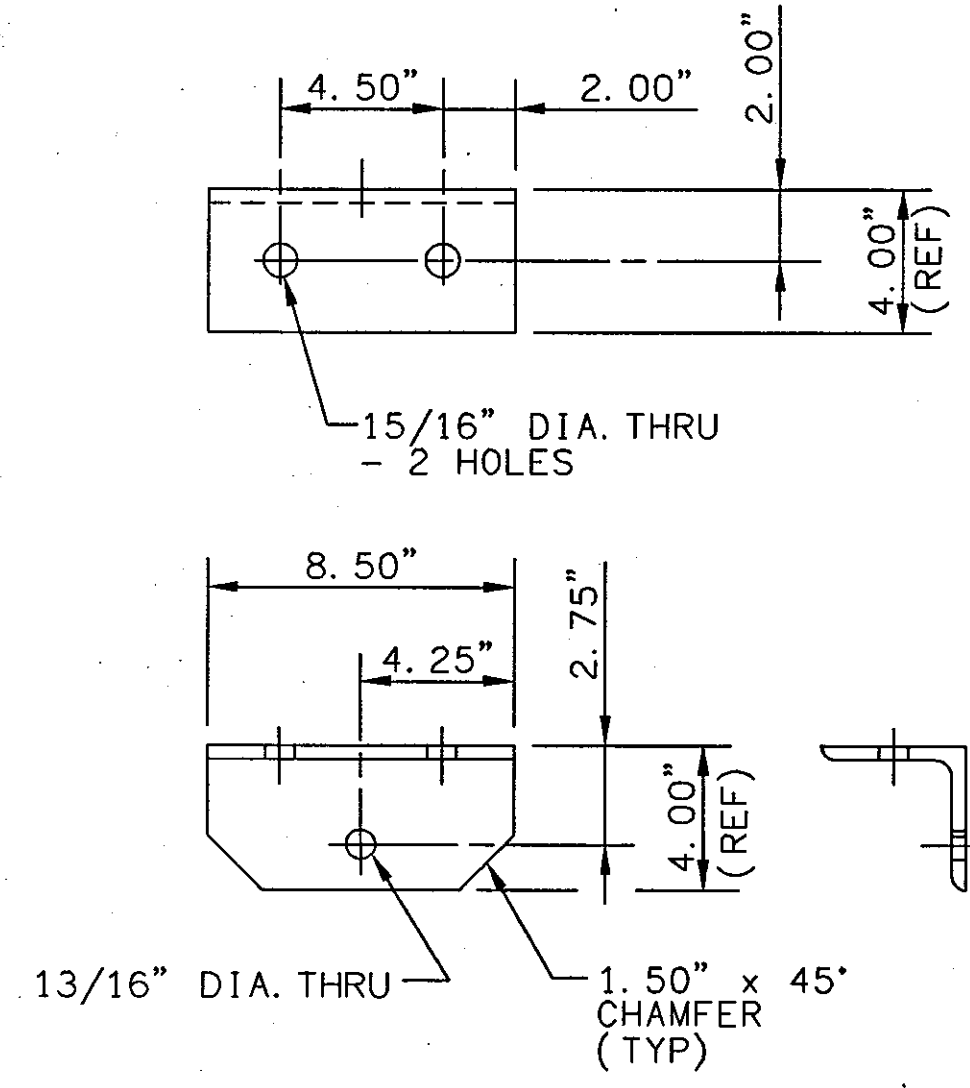
DETAIL ITEM #H
SCALE: 3/16"=1"



VIEW V-V (TYP 6 PLACES)
SCALE: 3/16"=1"



- NOTES:**
- 1) WORK THIS SHEET WITH DWG'S #MH-02, MH-03, MH-04, MH-05, MH-16, MH-17, MH-18, MH-19, MH-20, MH-21, MH-22, MH-24, & MH-25
 - 2) WELD ITEMS #C & #G IN PLACE AT CONVEYOR ASSEMBLY



DETAIL ITEM #G
SCALE: 3/16"=1"

WELDED CONSTRUCTION
- ALL WELDS TO BE 5/16 FILLET CONTINUOUS

ITEM	NAME	MATERIAL	REMARKS	QTY
J	ANGLE	ASTM A36	7.0 x 4.0 x 3/8 x 14.00 LG.	2
H	ANGLE	ASTM A36	6.0 x 4.0 x 3/8 x 14.00 LG.	4
G	ANGLE	ASTM A36	4.0 x 4.0 x 3/8 x 8.50 LG.	4
F	ANGLE	ASTM A36	4.0 x 4.0 x 3/8 x 6.75 LG.	2
E	ANGLE	ASTM A36	4.0 x 4.0 x 3/8 x 11.25 LG.	2
D	FLAT	AISI 1018/26 HR	3/4 x 5.0 x 10.50 LG.	6
C	ANGLE	ASTM A36	7.0 x 4.0 x 3/8 x 8.50 LG.	8
B	ANGLE	ASTM A36	3.0 x 3.0 x 3/8 x 80.875 LG.	2
A	ANGLE	ASTM A36	4.0 x 4.0 x 3/8 x 21.25 LG.	2
BILL OF MATERIAL				

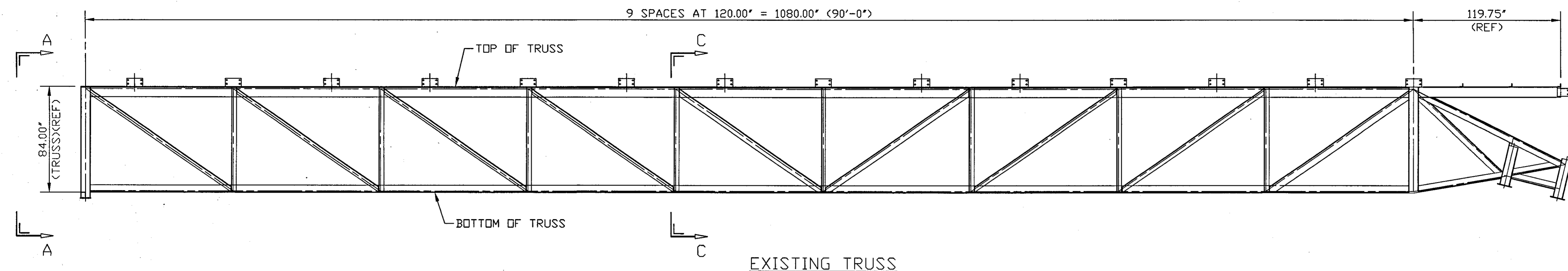
**CLEVELAND BULK TERMINAL
IRON ORE PELLET
TRANSHIPMENT FACILITY**

ISSUED		
NO.	DATE	DESCRIPTION
0	02/03/03	RELEASED TO HWH
1	02-18-03	ISSUED FOR CONSTRUCTION

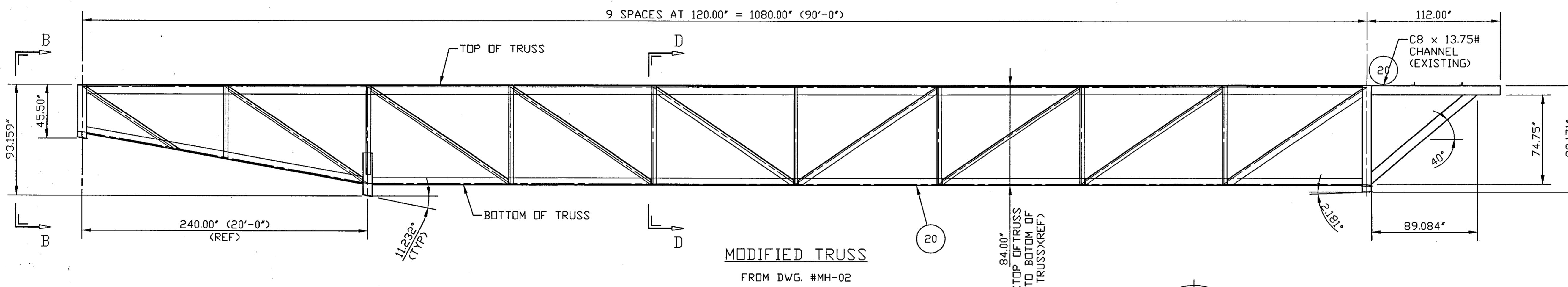
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SHEET TITLE
**NEW CONVEYOR #CBT C-1
- TRUSS MODIFICATION**

ISSUED 02-18-03	SCALE 1/4"=1'-0"
DRAWN H&A/RES	CHECKED
CONTRACT NO. A2-133	DRAWING NO. MH-24

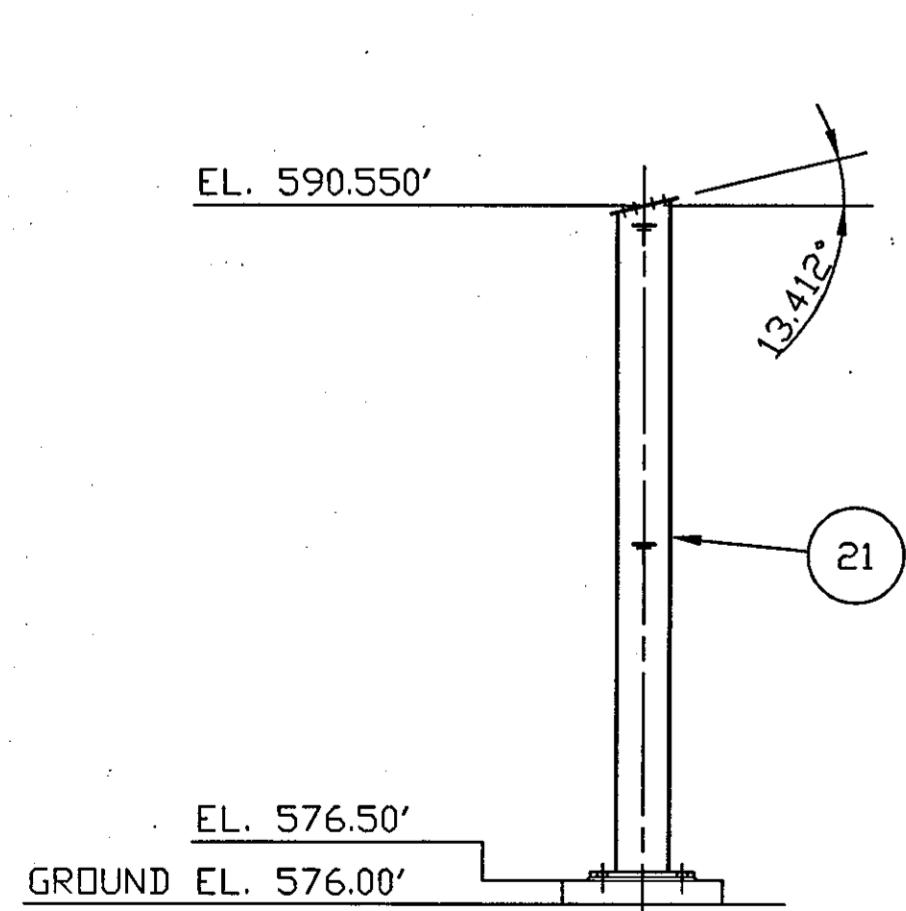


EXISTING TRUSS



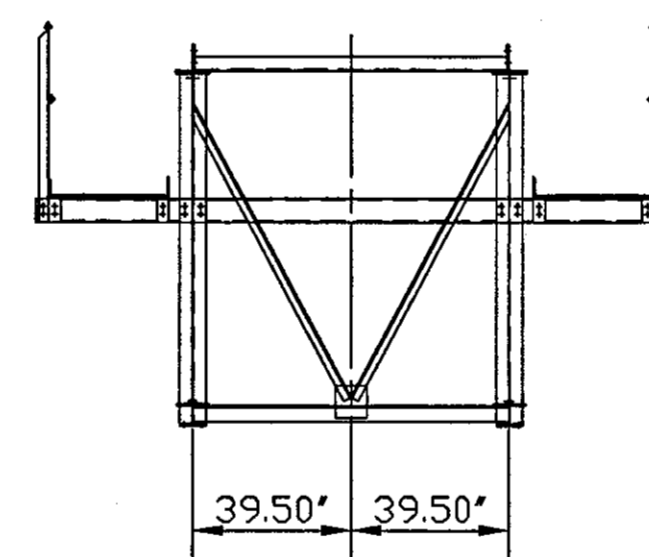
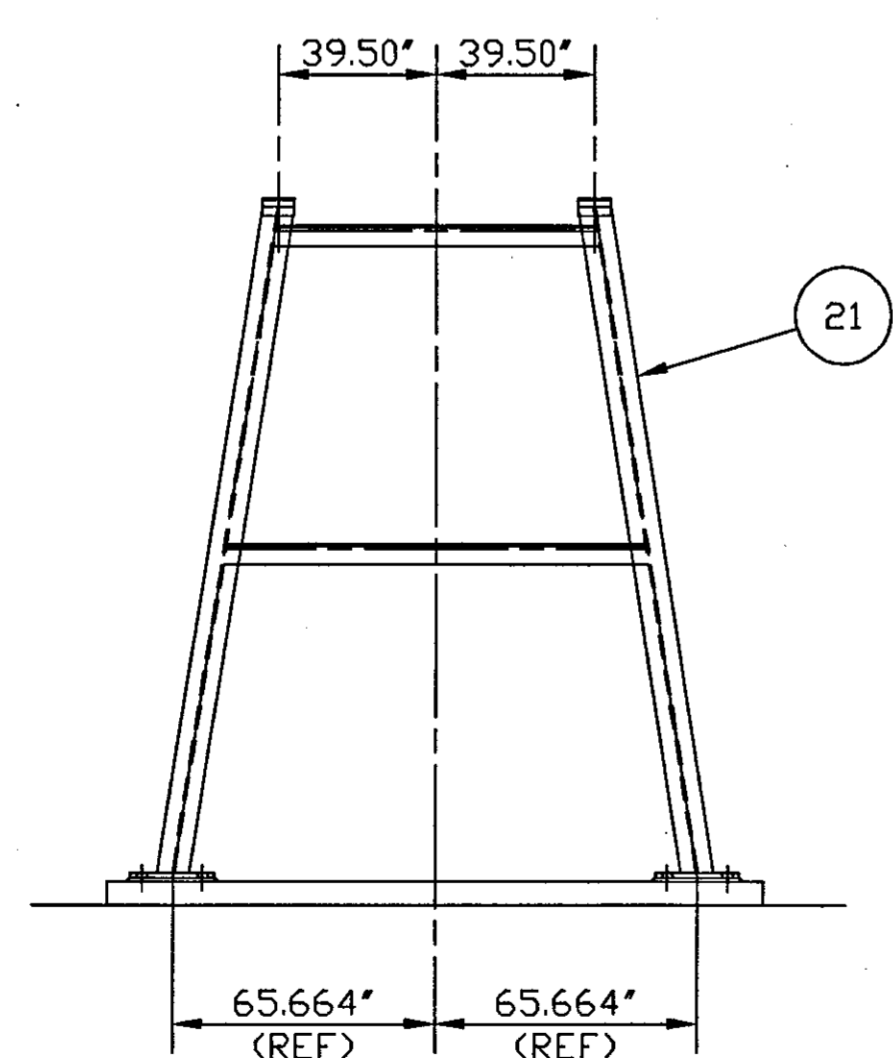
MODIFIED TRUSS

FROM DWG. #MH-02

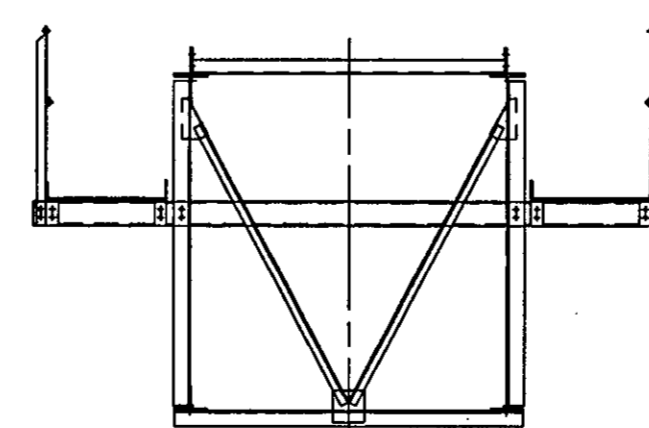


MODIFIED EXISTING TRUSS SUPPORT

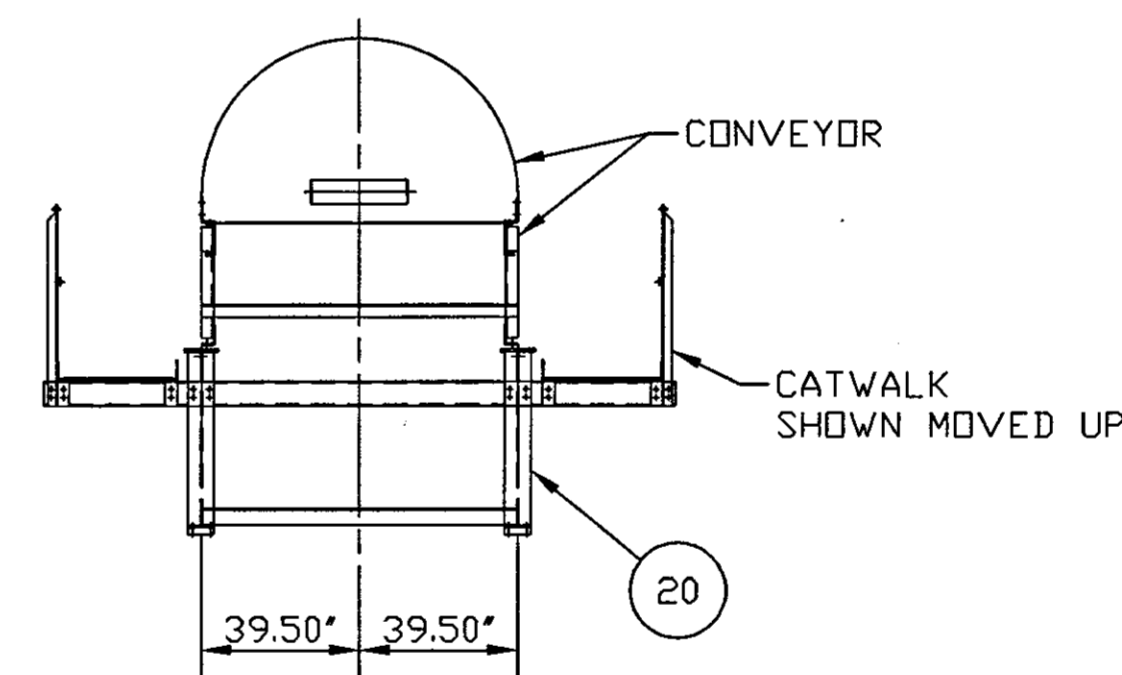
FROM DWG. #MH-02



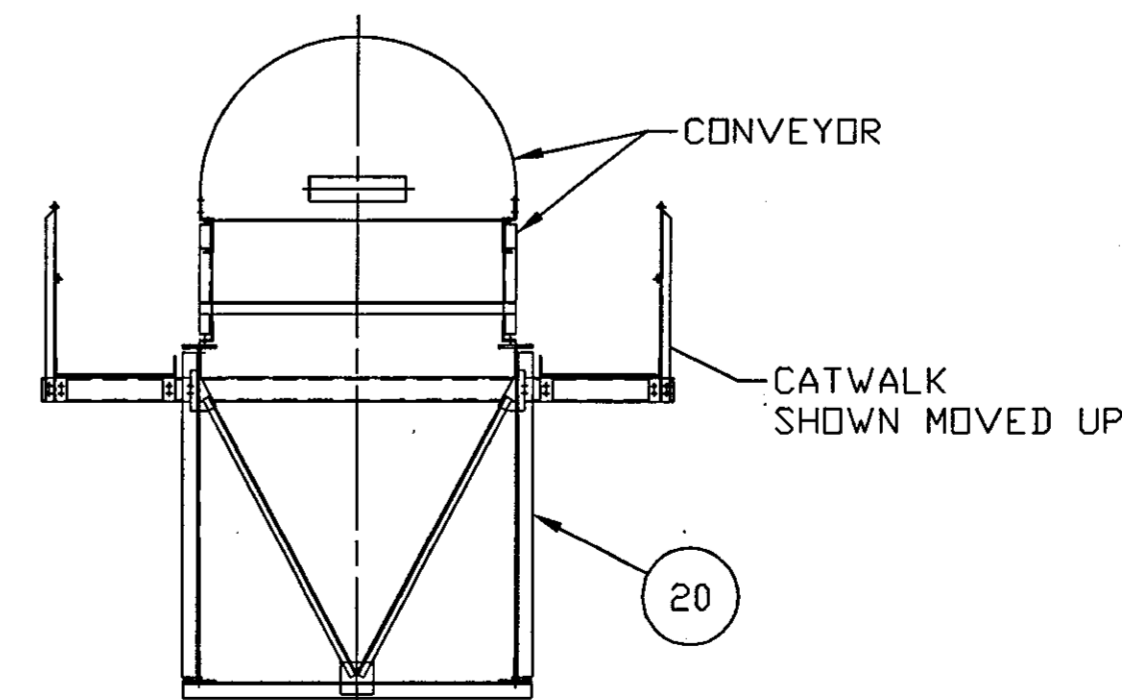
VIEW A-A



SECTION C-C



VIEW B-B

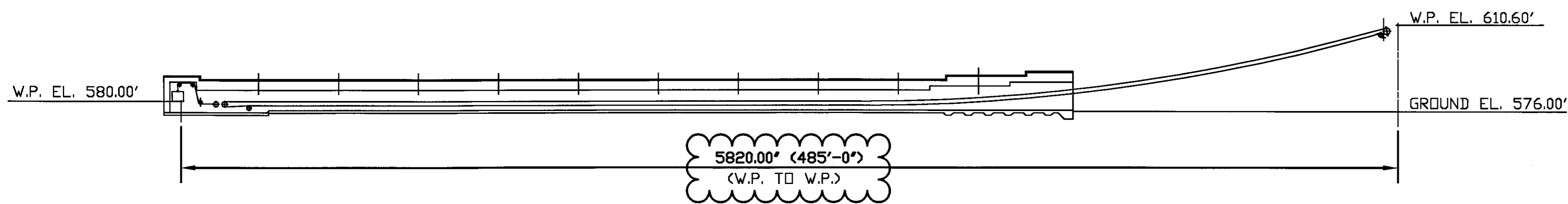


SECTION D-D

NOTE:

WORK THIS SHEET WITH
DWG'S #MH-02, MH-03, MH-04, MH-05,
MH-16, MH-17, MH-18, MH-19,
MH-20, MH-21, MH-22, MH-23,
& MH-25

COUNTER WEIGHT DATA	
TAKE-UP CARRIAGE	2,778#
EXISTING COUNTER WEIGHTS (200 AT 96.4#)	19,280#
NEW COUNTER WEIGHTS (106 AT 96.4#)	10,218#
TOTAL OPERATING COUNTER WEIGHT	32,276# (16 TONS)



OVERALL CONVEYOR #CBT C-1
SCALE: 1/32"=1'-0"

BILL OF MATERIAL			
ITEM	NAME	REMARKS	QTY
1	HEAD END & DRIVE ARRANGEMENT	FROM EXISTING CONVEYOR #LPT C-2 - MODIFY AS SHOWN ON DWG #MH-18	1
2	SAMPLER	FROM EXISTING CONVEYOR #LPT C-3 - MOUNT TO SUIT	1
3	30'-0" CONVEYOR SECT. WITH HOOD MOUNTS	FROM EXISTING CONVEYOR #LPT C-2 - MODIFY AS SHOWN ON DWG #MH-19	4
4	30'-0" CONVEYOR SECT. WITHOUT HOOD MOUNTS	FROM EXISTING CONVEYOR #LPT C-2 - MODIFY AS SHOWN ON DWG #MH-20	2
5	14'-3" CONVEYOR SECT.	FROM EXISTING CONVEYOR #LPT C-2 - MODIFY AS SHOWN ON DWG #MH-21	1
6	30'-0" CONVEYOR SECT.	FROM EXISTING CONVEYOR #LPT C-2 - REUSE AS IS AND RELOCATE IMPACT ROLLERS AS REQUIRED	8
7	TAIL END & TAKE-UP SECTION	FROM EXISTING CONVEYOR #LPT C-1	1
8	TAIL END SAFETY CAGE	FROM EXISTING CONVEYOR #LPT C-1 - MODIFY AS SHOWN ON DWG #MH-17	1
9	COUNTER WEIGHT FRAME	FROM EXISTING CONVEYOR #LPT C-1	1
10	COUNTER WEIGHT	FROM EXISTING CONVEYOR #LPT C-1	200
11	COUNTER WEIGHT	PER COUNTER WEIGHT DETAIL ON DWG #MH-17	106
12	TAKE-UP GUIDE POST	FROM EXISTING CONVEYOR #LPT C-1 - MODIFY AS NECESSARY	2
13	TAKE-UP GUIDE POST UPPER SUPPORT	FROM EXISTING CONVEYOR #LPT C-1	2
14	TAKE-UP CABLE SHEAVE FRAME (OVERHEAD)	FROM EXISTING CONVEYOR #LPT C-1	2
15	TAKE-UP GUARD PANEL	FROM EXISTING CONVEYOR #LPT C-1	1
16	TAKE-UP GUARD PANEL	FROM EXISTING CONVEYOR #LPT C-1 - MODIFY AS SHOWN ON DWG #MH-17	1
17	CABLE	FROM EXISTING CONVEYOR #LPT C-1	2
18	CONVEYOR BELT	FROM EXISTING CONVEYOR #LPT C-2 975'-0" LONG	1
19	CONVEYOR HOODS	FROM EXISTING CONVEYOR #LPT C-3 - MODIFY AND MOUNT TO SUIT USING NEW HOOD MOUNT ANGLES	1
20	TRUSS	FROM EXISTING CONVEYOR #LPT C-3 - MODIFY AS SHOWN ON DWG #MH-24	1
21	TRUSS SUPPORT	FROM EXISTING CONVEYOR #LPT C-3 - MODIFY AS SHOWN ON DWG #MH-24	1
22	LEG #1	PER DRAWING #MH-22	1
23	LEG #2	PER DRAWING #MH-22	1
24	LEG #3	PER DRAWING #MH-22	1
25	LEG #4	PER DRAWING #MH-22	1
26	LEG #5	PER DRAWING #MH-22	1
27	LEG #6	PER DRAWING #MH-22	1
28	LEG #7	PER DRAWING #MH-22	1
29	LEG #8	PER DRAWING #MH-23	1
30	LEG #9	PER DRAWING #MH-23	1
31	LEG #10	PER DRAWING #MH-23	1
32	LEG #11	PER DRAWING #MH-23	1
33	LEG #12	PER DRAWING #MH-23	1
34	LEG #13	PER DRAWING #MH-23	1
35	LEG #14	PER DRAWING #MH-17	1
36	CROSS BRACING	3.0' x 3.0' x 3/8" ANGLE x 20'-0" LONG - ASTM A36	7
37	FLAT	1/2" x 4 1/2" x 12.00' LONG - AISI 1018/26 HR	4

NOTE:
WORK THIS SHEET WITH
DWG'S #MH-02, MH-03, MH-04, MH-05,
MH-16, MH-17, MH-18, MH-19,
MH-20, MH-21, MH-22, MH-23,
& MH-24



OGLEBAY NORTON
MARINE SERVICES COMPANY
1301 EAST NINTH STREET
SUITE 3737
CLEVELAND, OH 44114-1800

CLEVELAND BULK TERMINAL
IRON ORE PELLET
TRANSHIPMENT FACILITY

ISSUED		
NO.	DATE	DESCRIPTION
0	02/03/03	RELEASED TO HWH
1	02-18-03	ISSUED FOR CONSTRUCTION
2	03-13-03	ISSUED FOR BUILDING PERMIT
3	04-18-03	REVISED WP TO WP CONV. C-1

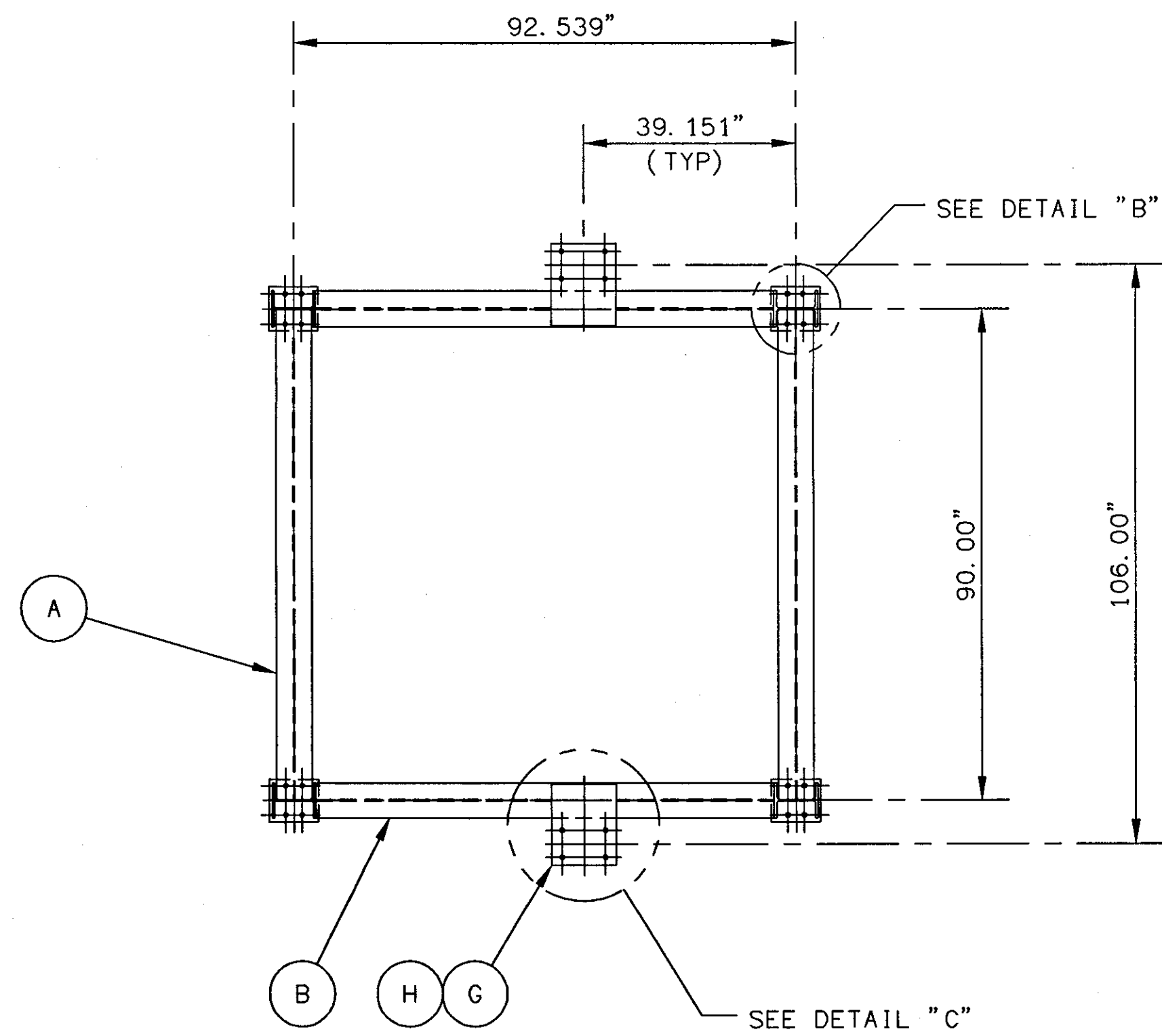


HWH ARCHITECTS ENGINEERS PLANNERS INC.
1001 LAKESIDE AVENUE - SUITE 800
CLEVELAND, OHIO 44114

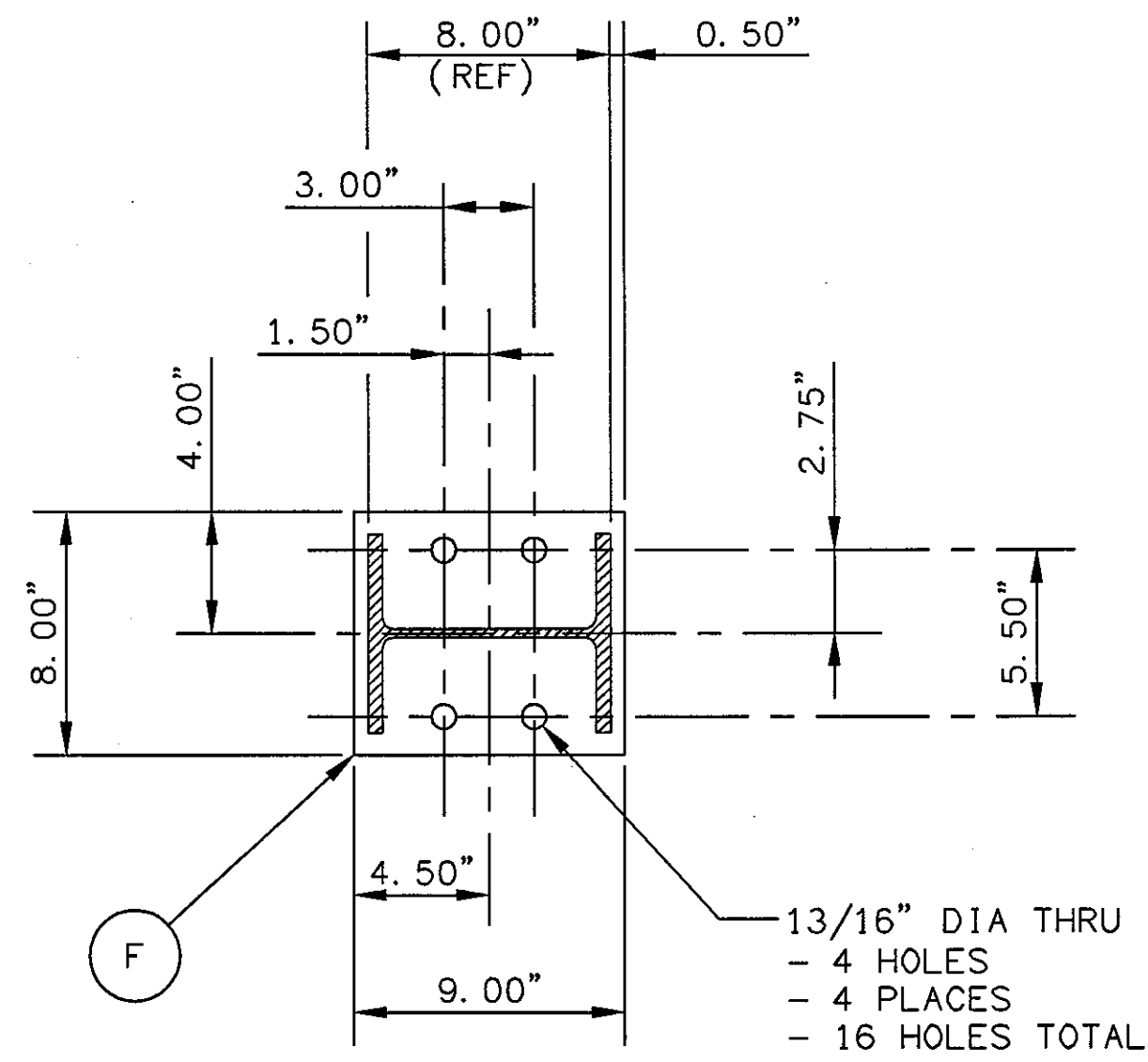
THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY HIS OWNERS REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

SHEET TITLE
NEW CONVEYOR #CBT C-1
- BILL OF MATERIAL

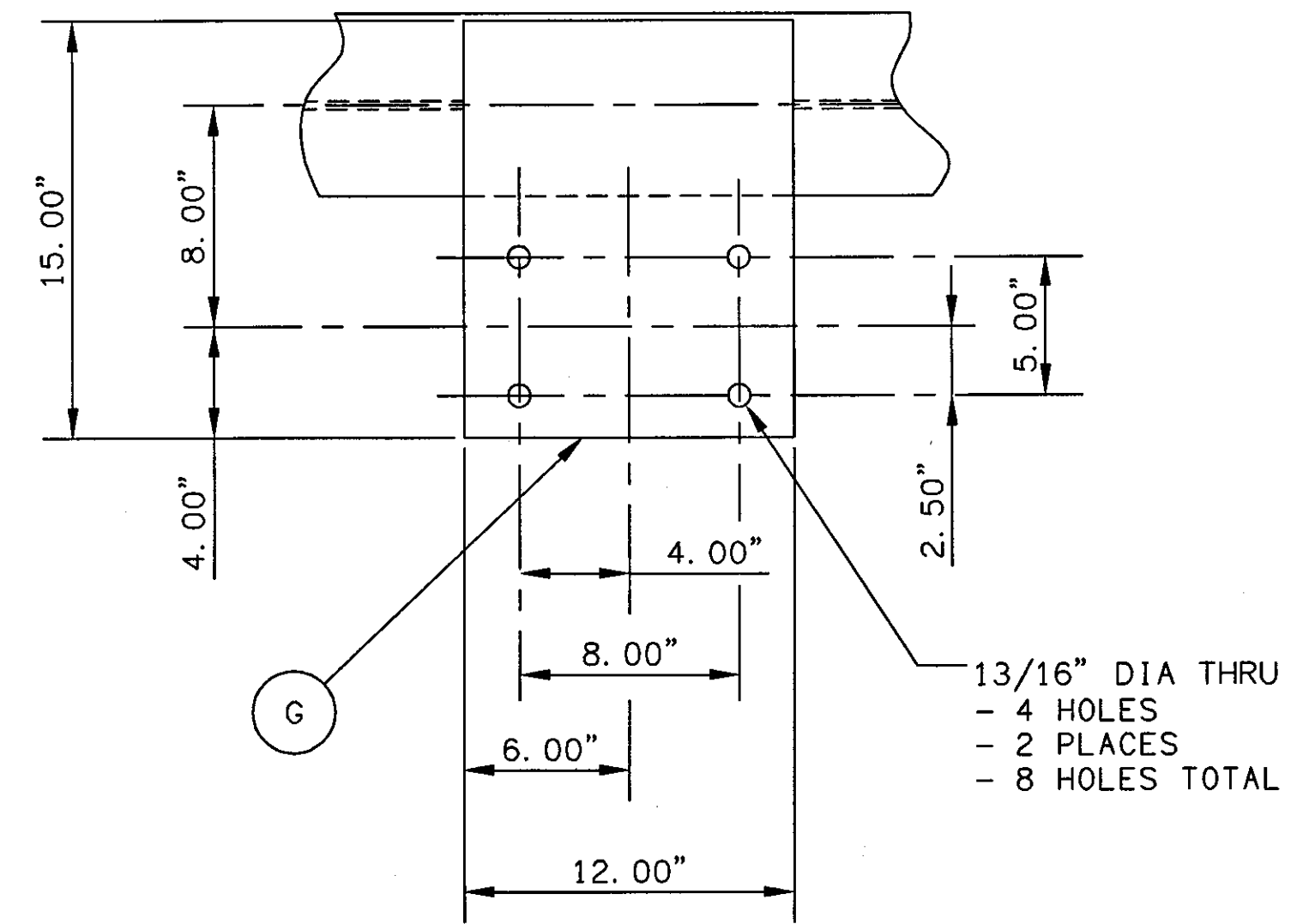
ISSUED 02-18-03	SCALE NONE
DRAWN H&A/MJL	CHECKED
CONTRACT NO. A2-133	DRAWING NO. MH-25



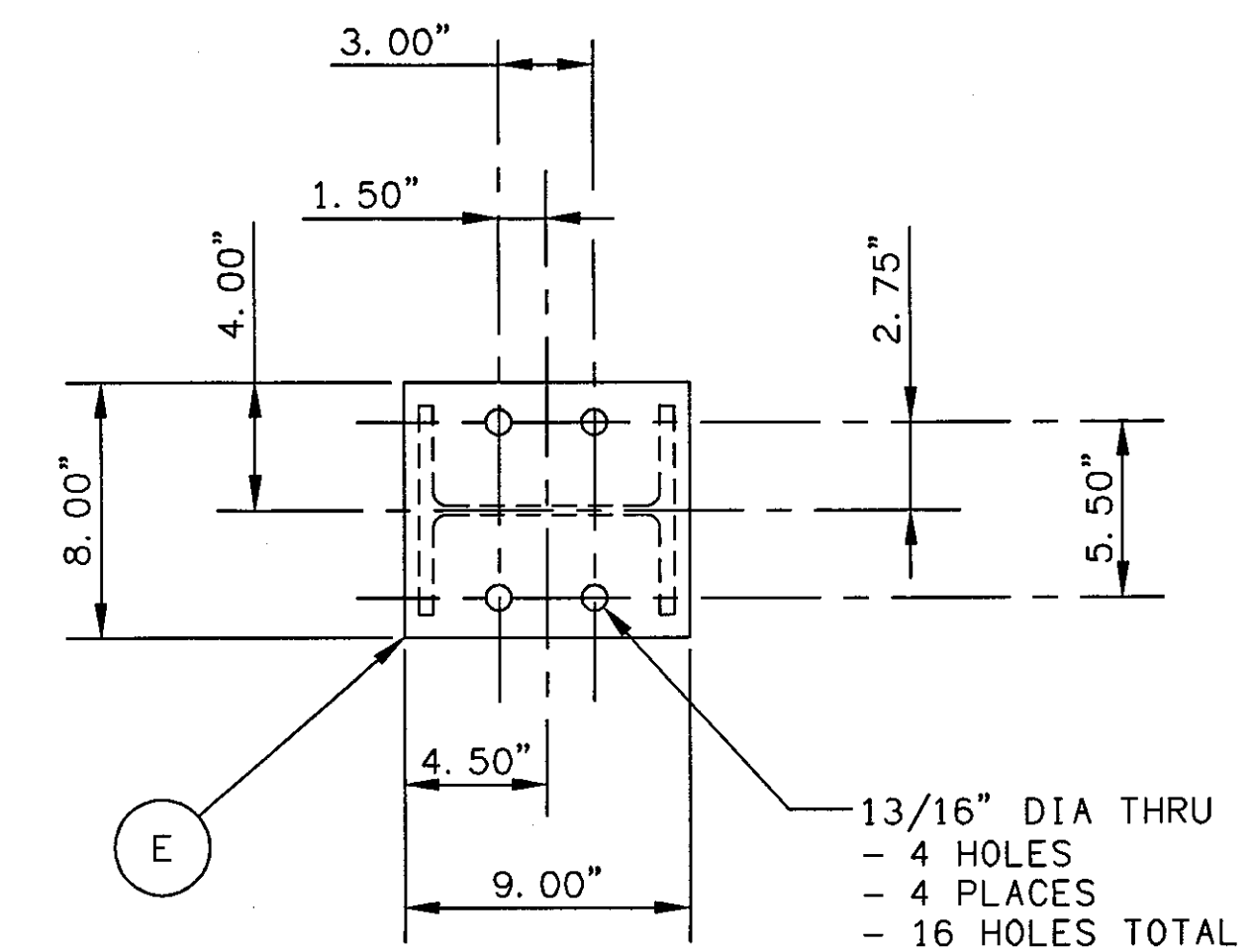
SECTION A-A



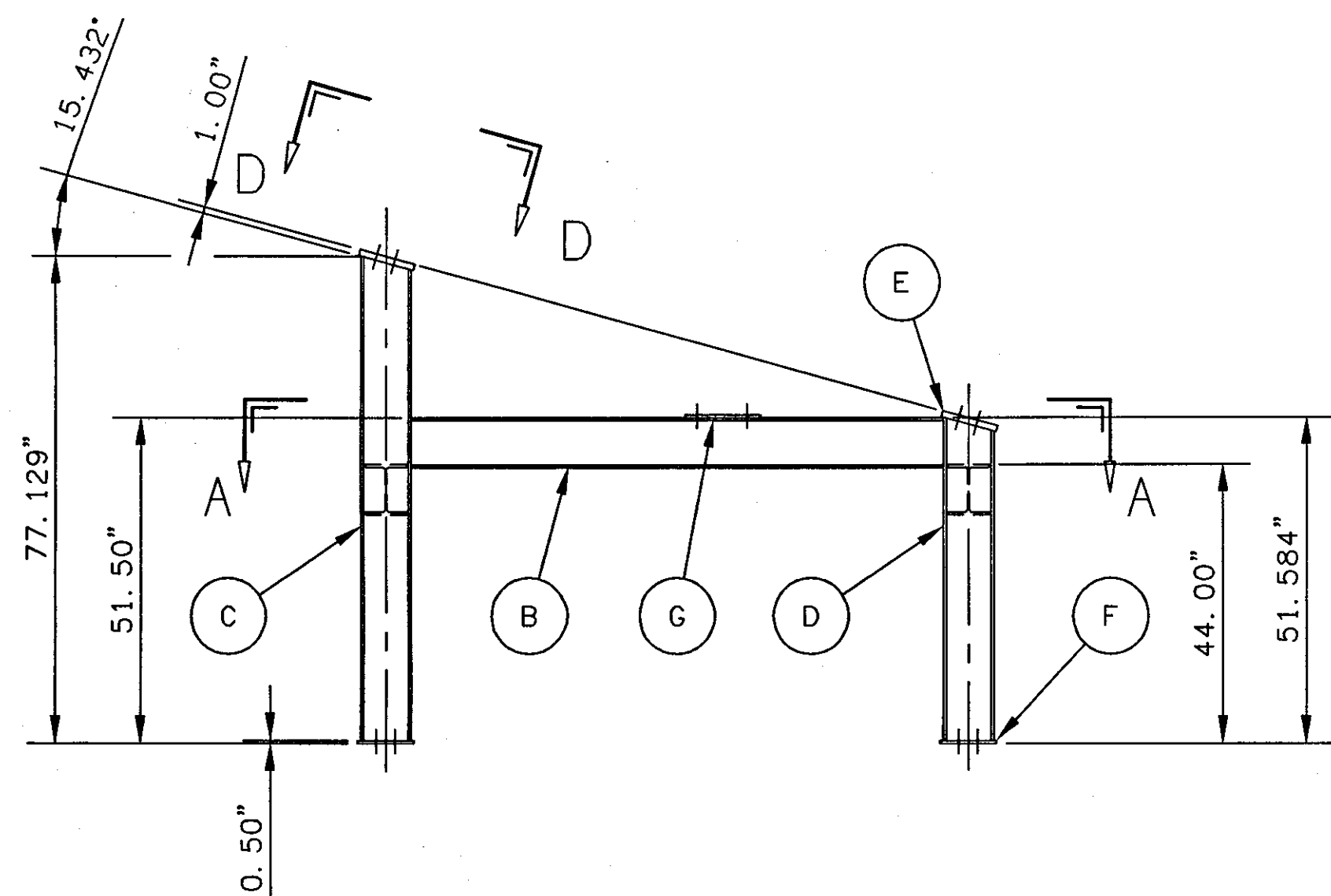
DETAIL "B"



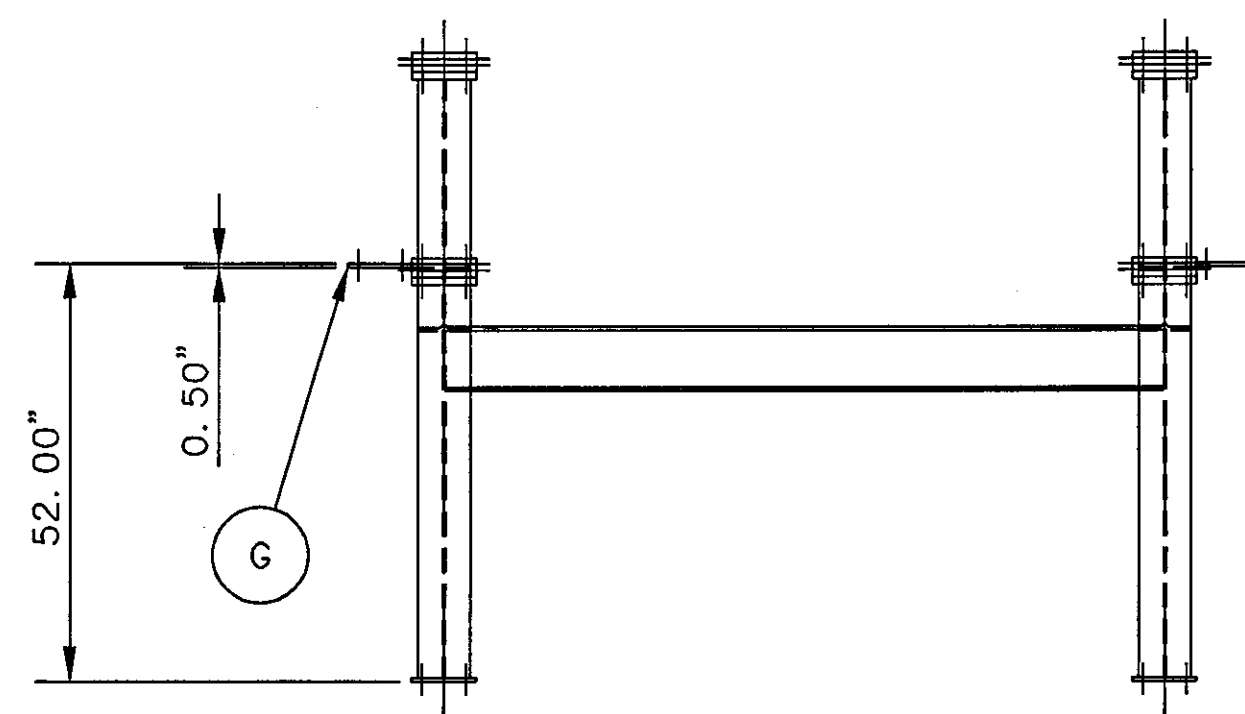
DETAIL "C"



VIEW D-D



TAKE-UP SUPPORT



WELDED CONSTRUCTION

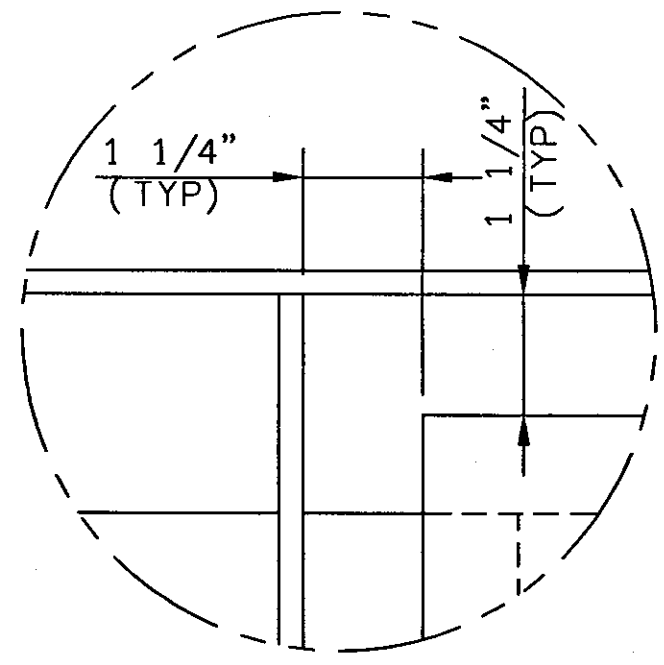
- ALL WELDS TO BE
5/16 FILLET CONTINUOUS
UNLESS OTHERWISE SPECIFIED

ITEM	NAME	MATERIAL	REMARKS	QTY
G	PLATE	AISI 1018/26 HR	1/2 x 12.00 x 15.00 LG.	2
F	FLAT	AISI 1018/26 HR	1/2 x 8.00 x 9.00 LG.	4
E	FLAT	AISI 1018/26 HR	1 x 8.00 x 9.00 LG.	4
D	W BEAM	ASTM A36	W8 x 28# x 51.084 LG.	2
C	W BEAM	ASTM A36	W8 x 28# x 76.629 LG.	2
B	W BEAM	ASTM A36	W8 x 28# x 84.539 LG.	2
A	W BEAM	ASTM A36	W8 x 28# x 89.688 LG.	2
			BILL OF MATERIAL	

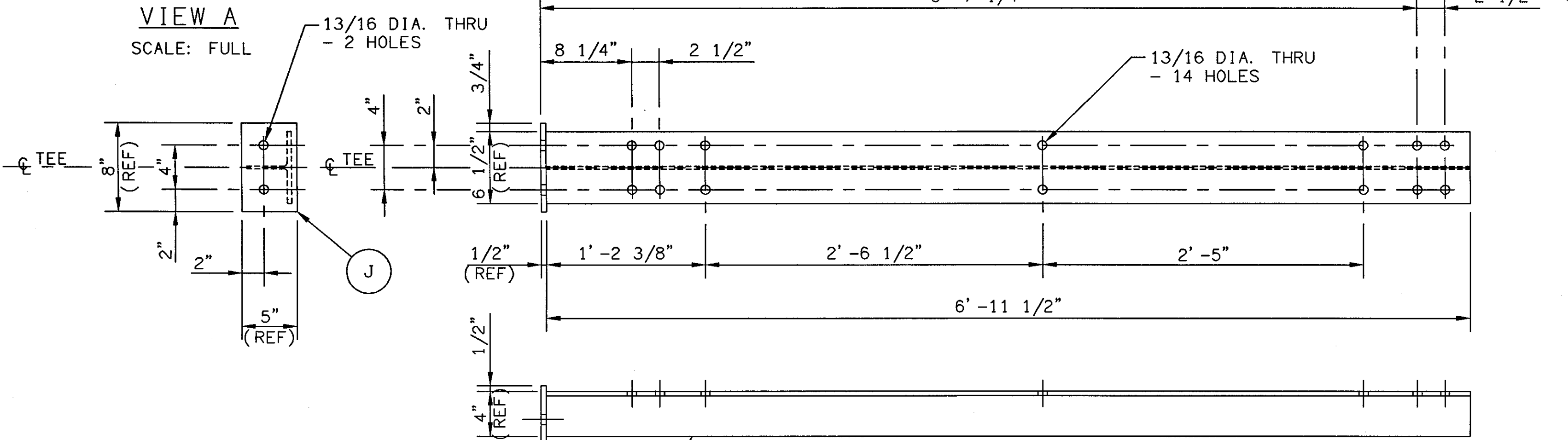
ISSUED		
NO.	DATE	DESCRIPTION
0	02-03-03	RELEASED TO HWH
1	02-18-03	ISSUED FOR CONSTRUCTION
2	07-09-03	REVISED TAKE-UP SUPPORT & MODIFIED DETAIL "C" -- DELETED ITEM #H

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

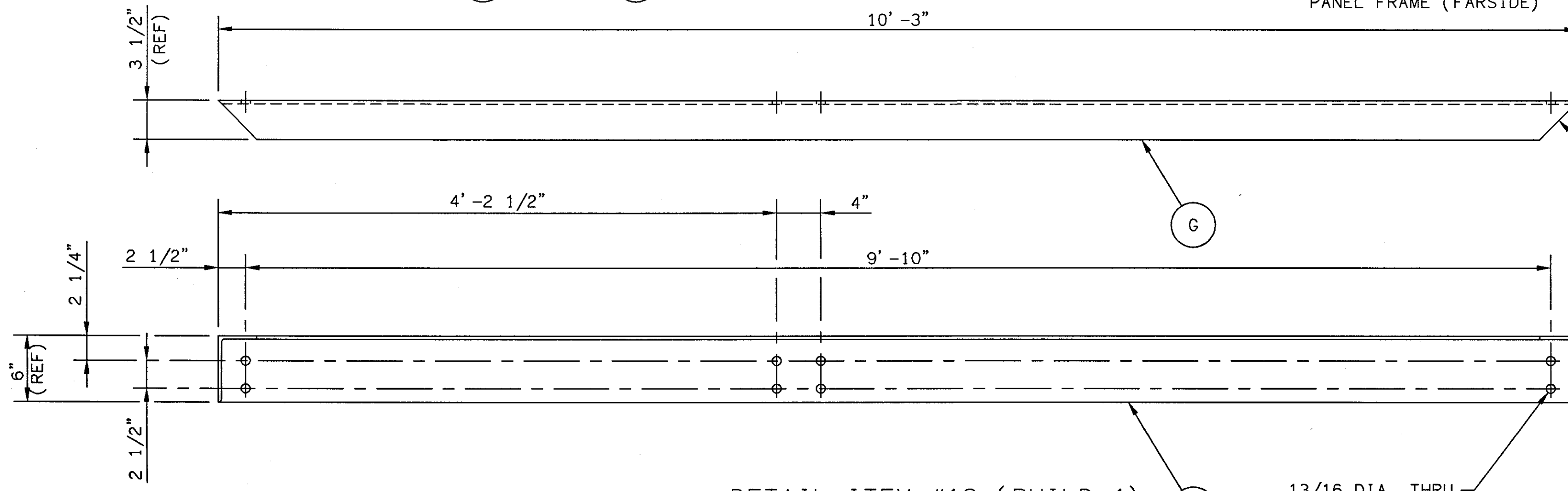
SHEET TITLE		
NEW SUPPORT LEGS FOR TAKE-UP FRAME		
ISSUED 02-18-03	SCALE 1/2" = 1' - 0"	
DRAWN H&A/JMW	CHECKED	
CONTRACT NO.	DRAWING NO.	
A2-133	MH-26	



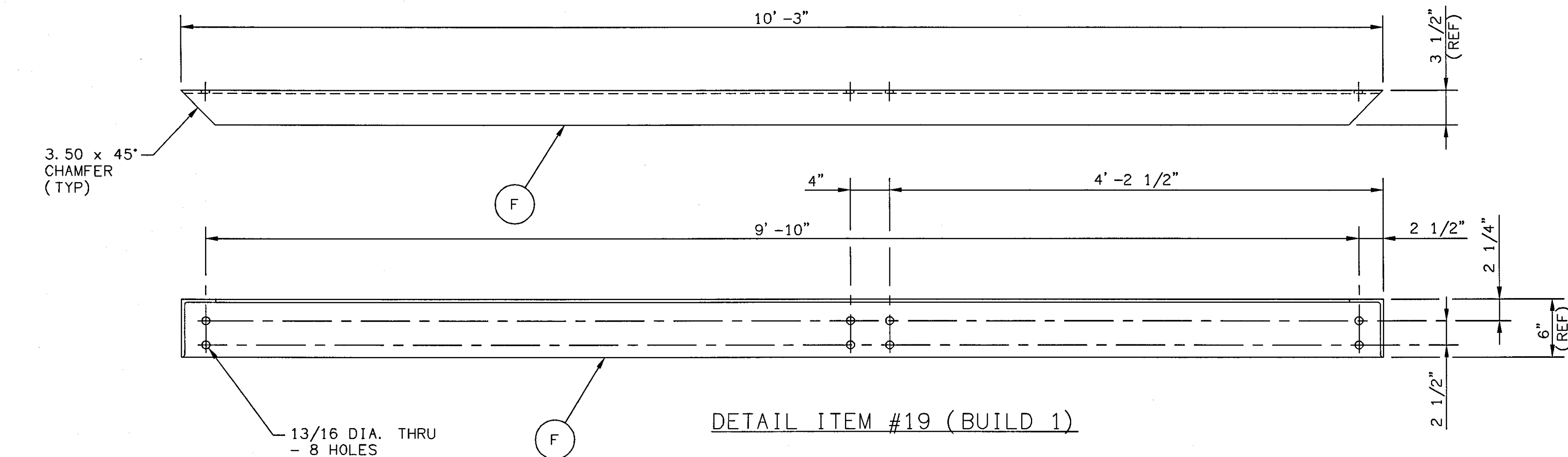
VIEW A
SCALE: FULL



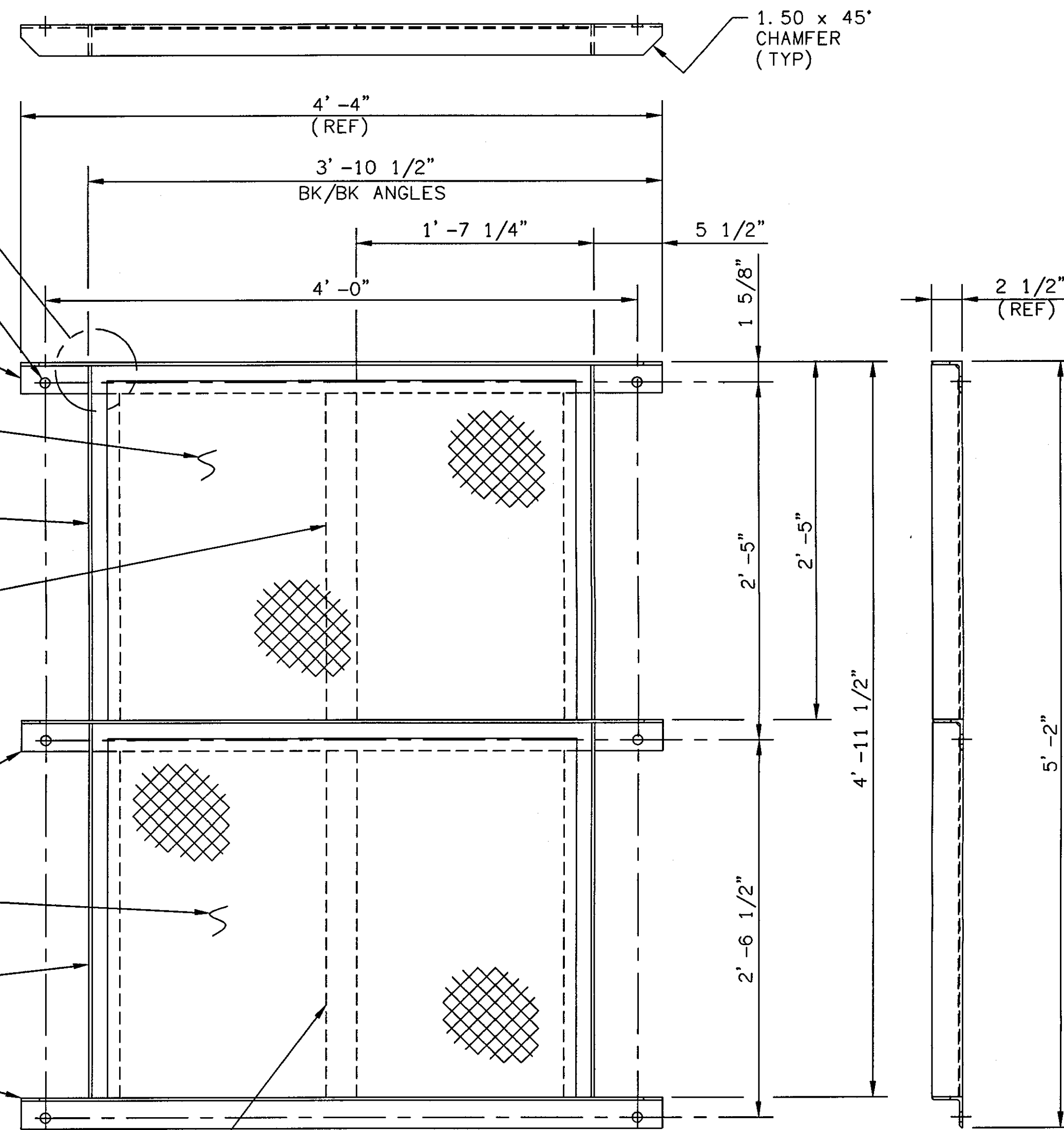
LEGS #17 (BUILD 2)



DETAIL ITEM #18 (BUILD 1)



DETAIL ITEM #19 (BUILD 1)



PANEL #16 (BUILD 1)

WELDED CONSTRUCTION

- ALL WELDS TO BE
5/16 FILLET CONTINUOUS
UNLESS OTHERWISE SPECIFIED

NOTE:

WORK THIS SHEET WITH
DWG'S #MH-09

ITEM	NAME	MATERIAL	REMARKS	QTY
L	EXP. METAL	CARBON STEEL	3/4 - #3 - 15 x 29.0 x 38.00 LG.	2
K	EXP. METAL	CARBON STEEL	3/4 - #3 - 15 x 27 1/2 x 38.00 LG.	2
J	FLAT	AISI 1018/26 HR	1/2 x 5.0 x 8.00 LG.	2
H	W TEE	ASTM A36	W4 x 12 x 83.50 LG.	2
G	ANGLE	ASTM A36	6.0 x 3 1/2 x 5/16 x 123.00 LG.	1
F	ANGLE	ASTM A36	6.0 x 3 1/2 x 5/16 x 123.00 LG.	1
E	FLAT	AISI 1018/26 HR	1/4 x 2 1/2 x 28.00 LG.	1
D	FLAT	AISI 1018/26 HR	1/4 x 2 1/2 x 26.50 LG.	1
C	ANGLE	ASTM A36	2 1/2 x 2 1/2 x 1/4 x 30.25 LG.	2
B	ANGLE	ASTM A36	2 1/2 x 2 1/2 x 1/4 x 28.75 LG.	2
A	ANGLE	ASTM A36	2 1/2 x 2 1/2 x 1/4 x 52.00 LG.	3
BILL OF MATERIAL				

**CLEVELAND BULK TERMINAL
IRON ORE PELLET
TRANSHPMENT FACILITY**

ISSUED

NO.	DATE	DESCRIPTION
0	02-03-03	RELEASED TO HWH
1	02-18-03	ISSUED FOR CONSTRUCTION
2	07-09-03	REDUCED QUANTITY OF ITEMS #16, #18 & #19

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

SHEET TITLE
**CLEVELAND BULK TERMINAL
GUARD DETAIL**

ISSUED	02-18-03	SCALE	1/2" = 1' - 0"
DRAWN	H&A/EYK	CHECKED	
CONTRACT NO.	A2-133	DRAWING NO.	MH-27

**CLEVELAND BULK TERMINAL
IRON ORE PELLET
TRANSHIPMENT FACILITY**

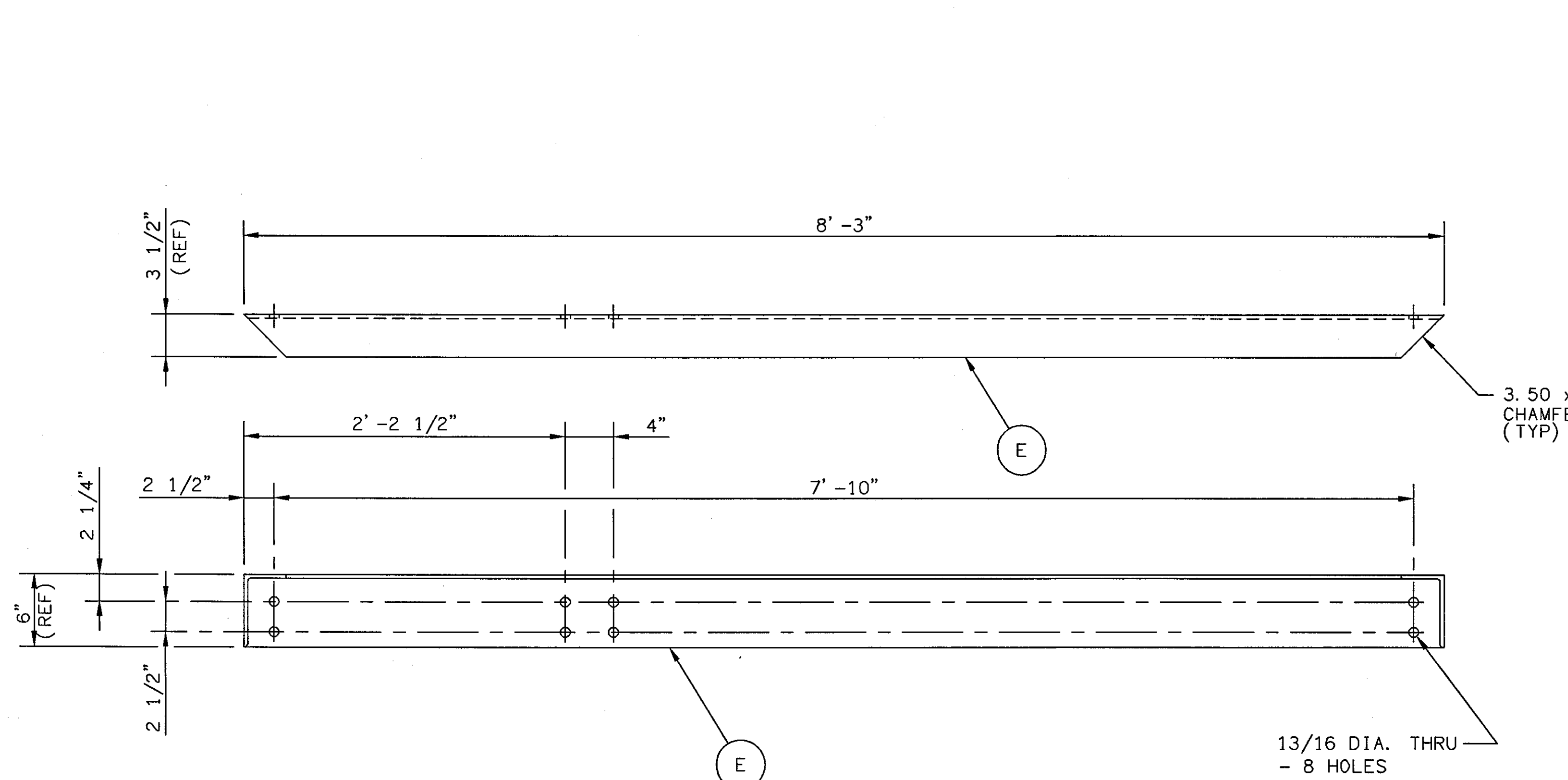
ISSUED		
NO.	DATE	DESCRIPTION
0	07-09-03	RELEASED TO HHW
1	07-11-03	ISSUED FOR CONSTRUCTION

THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS TO INSURE THAT THE NEW WORK WILL FIT TO THE EXISTING STRUCTURE IN THE MANNER INTENDED AND SHOWN ON THE DRAWINGS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO FABRICATION OR PERFORMING ANY WORK IN THE AREA INVOLVING DIFFERENCES. NOTIFICATION SHALL BE IN THE FORM OF A DRAWING OR SKETCH INDICATING FIELD MEASUREMENTS AND NOTES RELATED TO THE AREA.

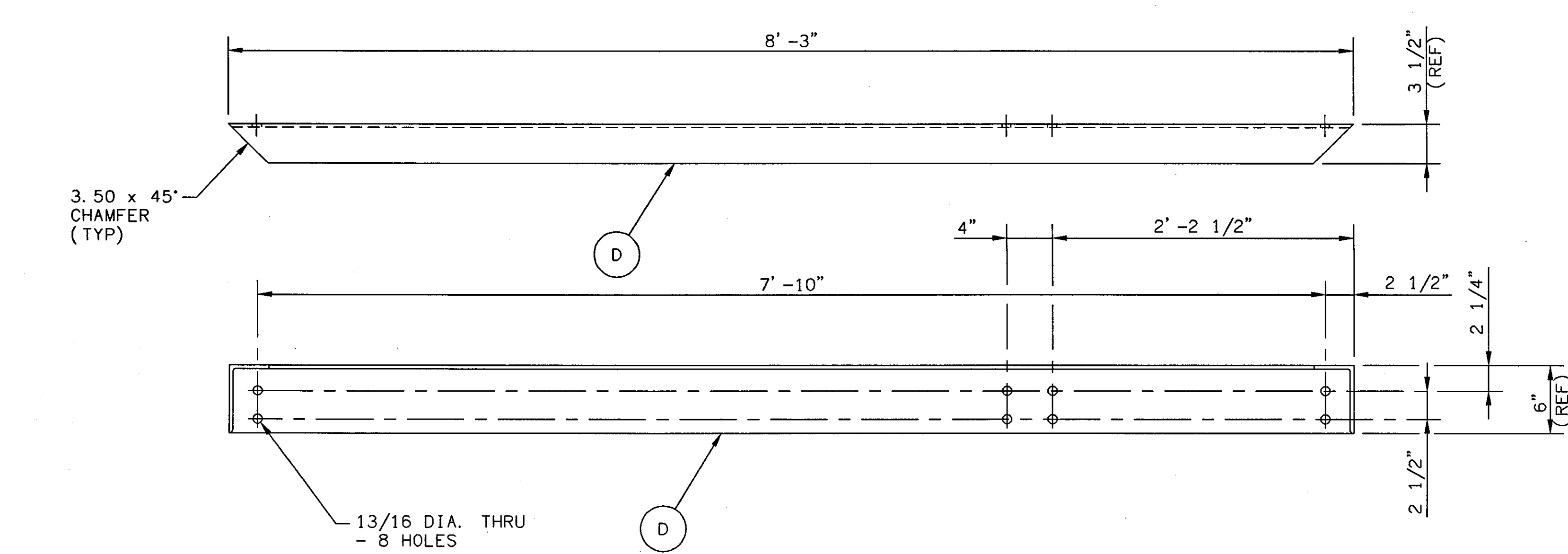
SHEET TITLE
**CLEVELAND BULK TERMINAL
GUARD DETAIL**

ISSUED	07-09-03	SCALE	1 1/2" = 1' - 0"
DRAWN	H&A/MJL	CHECKED	
CONTRACT NO.		DRAWING NO.	

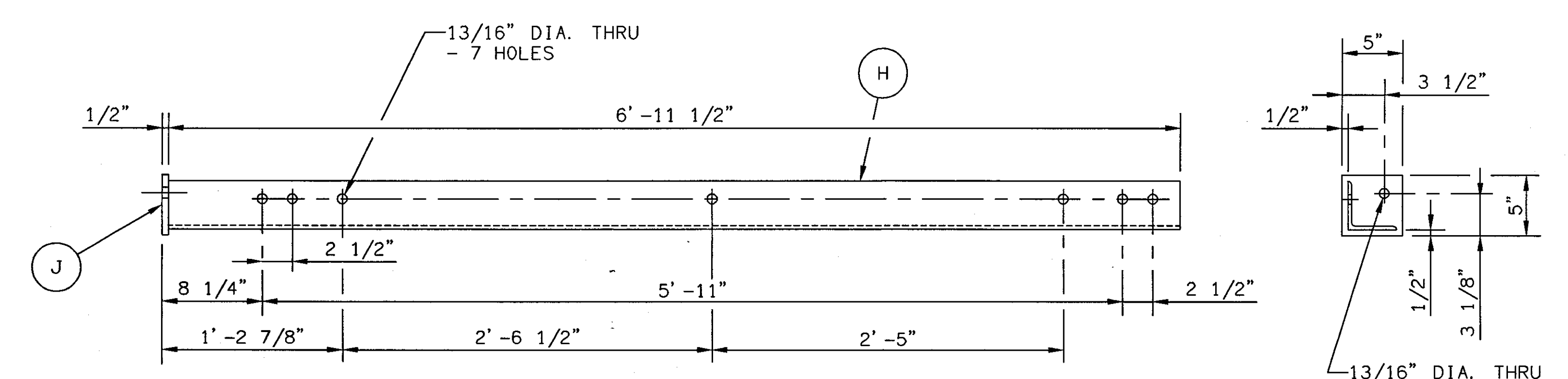
A2-133 MH-28



DETAIL ITEM #21 (BUILD 1)



DETAIL ITEM #22 (BUILD 1)



DETAIL ITEM #24 (BUILD 1)

COPE TO SUIT
FLAT TACK WELD
EVERY 4TH DIAMOND
TO REMOVABLE
PANEL FRAME (FARSIDE)

3.50 x 45'
CHAMFER
(TYP)

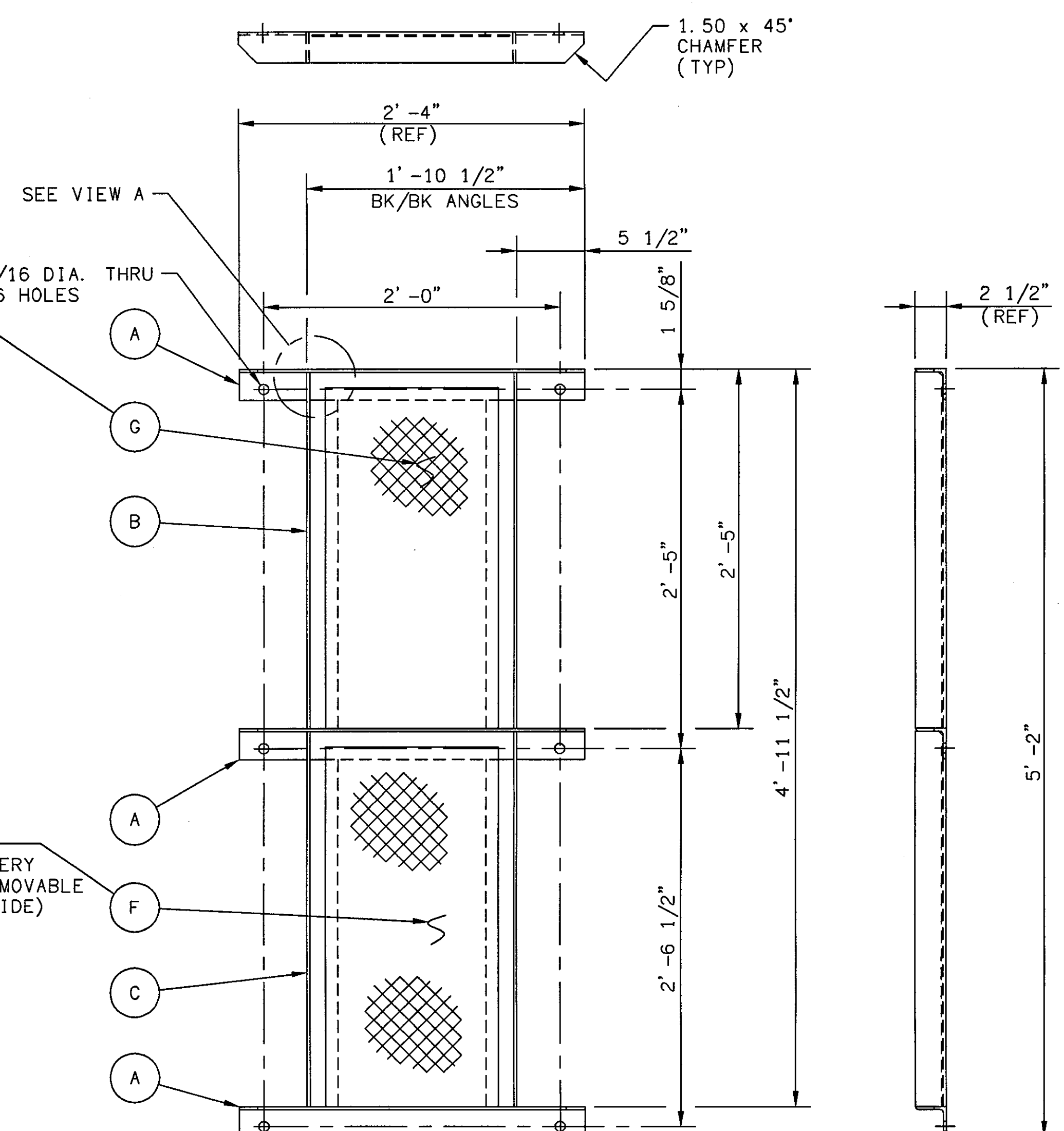
13/16 DIA. THRU
- 8 HOLES

3.50 x 45'
CHAMFER
(TYP)

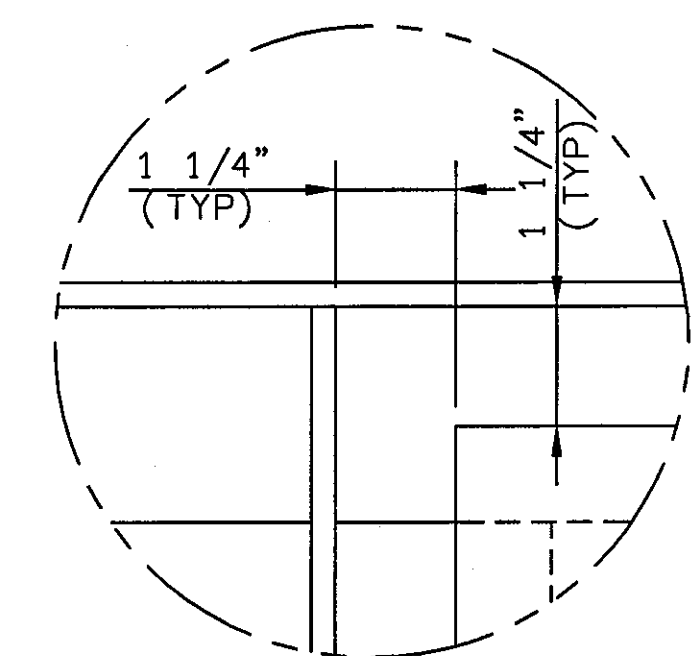
13/16 DIA. THRU
- 8 HOLES

13/16" DIA. THRU
- 7 HOLES

13/16" DIA. THRU



PANEL #23 (BUILD 1)



VIEW A
SCALE: FULL

WELDED CONSTRUCTION

- ALL WELDS TO BE
5/16 FILLET CONTINUOUS
UNLESS OTHERWISE SPECIFIED

NOTE:

WORK THIS SHEET WITH
DWG'S #MH-09

ITEM	NAME	MATERIAL	REMARKS	QTY
J	FLAT	AISI 1018/26 HR	1/2 x 5.0 x 5.00 LG.	1
H	ANGLE	ASTM A36	4.0 x 4.0 x 5/16 x 83.50 LG.	1
G	EXP. METAL	CARBON STEEL	3/4 - #3 - 15 x 14.00 x 29.00 LG.	1
F	EXP. METAL	CARBON STEEL	3/4 - #3 - 15 x 14.00 x 27.50 LG.	1
E	ANGLE	ASTM A36	6.0 x 3 1/2 x 5/16 x 99.00 LG.	1
D	ANGLE	ASTM A36	6.0 x 3 1/2 x 5/16 x 99.00 LG.	1
C	ANGLE	ASTM A36	2 1/2 x 2 1/2 x 1/4 x 30.25 LG.	2
B	ANGLE	ASTM A36	2 1/2 x 2 1/2 x 1/4 x 28.75 LG.	2
A	ANGLE	ASTM A36	2 1/2 x 2 1/2 x 1/4 x 28.00 LG.	3

BILL OF MATERIAL

Exhibit C

--- Exhibit C Consultant Agreement Sample ---

ISSUER'S FISCAL OFFICER'S CERTIFICATE

The undersigned, assistant secretary and assistant fiscal officer of the Issuer, hereby certifies that the monies required to meet the obligations of the Issuer during the year 20__ under the **[Insert: Full Name of Agreement]** have been lawfully appropriated by the Legislative Authority of the Issuer for such purposes and are in the treasury of the Issuer or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

William D. Friedman
Assistant Secretary and Assistant Fiscal Officer

Dated: _____, 20__

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CONSULTANT AGREEMENT

This **CONSULTANT AGREEMENT** (“Agreement”), is made and entered into as of _____ (“Effective Date”) as set forth below by and between the **Cleveland-Cuyahoga County Owner Authority** (“Port”, “Port Authority” or “Owner”), and [Vendor Name] (“Consultant”), collectively referred to herein as the “Parties,” in connection with the **[INSERT: FULL NAME OF PORT PROJECT]** (“Project”).

Project Name: [Name]

Site Address: (“Site”)

Owner: **Cleveland-Cuyahoga County Port Authority**

Owner’s Representative:

Address: 1100 West 9th Street, Suite 300
Cleveland, Ohio 44113

Consultant: NAME OF CONSULTANT

Consultant’s Principal Contact: NAME, TITLE
EMAIL

Address: STREET
CITY STATE ZIP

ARTICLE - 1 SCOPE OF WORK

1.1 The Consultant shall perform and provide the Services specifically set forth in the **Scope of Services** attached as **Exhibit B** and in accordance with the terms of this Agreement.

1.1.1 The type of consulting services provided under this Agreement shall be professional services in the form of **Professional Design** services for the property of Owner and/or in Owner’s control.

1.1.2 The Project delivery method(s) for this Project shall be [_____]

1.2 The **Project Budget** shall not exceed \$_____.

1.3 Term. The Term of this Agreement shall commence on the **Effective Date** and shall terminate upon the earlier of either the completion of all Project items or _____, whichever comes later, unless such Term is extended or otherwise modified and agreed to in writing by the Parties.

ARTICLE - 2 COMPENSATION

[Option A, Cost Plus Not to Exceed]

- 2.1** The **Total Compensation** for the Consultant's Services shall not exceed \$ _____, which includes the sum of (1) Direct Personnel Expense; (2) Basic Fee; (3) Additional Services Fee, and (4) Reimbursable Expenses. The Owner shall pay the **Total Compensation** amount to the Consultant in exchange for the Consultant's proper, timely, and complete performance of the Services.
- 2.2** Direct Personnel Expense.
- 2.2.1** Direct Personnel Expense for the Consultant's employees and all Sub-consultants for such hours of their time as are devoted to performing Basic Services to the Project. Direct Personnel Expense shall be evidenced by time records certified by the Consultant. Direct Personnel Expenses shall not be permitted to be moved in between itemized tasks or reallocated to other work within the Scope of Services without written authorization from the Owner.
- 2.2.2** The Consultant shall use all reasonable means to minimize Direct Personnel Expense. In all events the Owner shall pay the Consultant's Direct Personnel Expense in accordance with **Exhibit C: Consultant Fee Schedule & Estimate**.
- 2.3** Basic Fee.
- 2.3.1** For Basic Services provided by the Consultant and all Sub-Consultants in accordance with the **Scope of Services** attached as **Exhibit B**, the Owner shall pay the Consultant the Basic Fee as detailed in **Exhibit C**, which shall not be exceeded without the prior written approval of the Owner and an amendment to this Agreement. The Basic Fee includes costs for Consultant's employees and all Sub-Consultants performing Basic Services to the Project. The Consultant shall be compensated per the rate schedule provided in **Exhibit C** and shall be evidenced by time records certified by the Consultant.
- 2.4** Additional Services Fees.
- 2.4.1** For Additional Services provided by the Consultant and all Sub-Consultants, the Owner and Consultant shall mutually agree upon an Additional Services Fee for such Additional Services, which shall not be commenced without the prior written approval of the Owner and an amendment to this Agreement. Owner agrees that it will not direct Consultant to render any Additional Services in violation of this provision, and further, where Owner knowingly directs Consultant to render such Additional Services, Owner shall be deemed to have waived this provision.
- 2.4.2** For Additional Services performed by a Sub-Consultant, Additional Services Fees shall be based on the Sub-Consultant's associated invoices to the Consultant and may not include a Consultant mark-up.

2.4.3 Where the Consultant proposes additional support not specifically named or identified in **Exhibit B** of this Agreement or that would exceed to total additional staff budgeted in **Exhibit B** of this Agreement, Consultant shall submit to Owner in writing any requests or proposals for such additional staff, consistent with the terms of this Agreement.

2.5 Reimbursable Expenses.

2.5.1 For Reimbursable Expenses incurred by the Consultant and all Sub-Consultants, the Owner shall pay Consultant as included within the Total Compensation and as outlined in **Exhibit C**, which shall not be exceeded without the prior written approval of the Owner and an amendment to this Agreement. No Consultant or Sub-Consultant mark-up shall be permitted on Reimbursable Expenses. Alcohol is not allowed to be submitted as a Reimbursable Expense.

2.6 Invoicing.

2.6.1 Consultant shall submit for a given month, by the 15th of the subsequent month, any invoice for payment to: accounting@portofcleveland.com and margaret.rivalsky@portofcleveland.com and should include, at a minimum, the following information in the invoice submission:

1. Invoice Number
2. Project Name
3. Contact Information
4. Federal Tax Identification Number
5. Other specific information requested in this Article
6. Summary of progress with MBE/FBE Sub-Consultants

[Option B, Lump Sum]

2.7 The **Total Compensation** for the Consultant's Services shall not exceed \$_____, which includes all Direct Personnel Expenses and all Fees. Reimbursable Expenses and Sub-Consultant fees are to be tracked and invoiced separately as described herein. Additional Services Fees, if and when applicable, shall be negotiated separately. The Owner shall pay the **Total Compensation** amount to the Consultant in exchange for the Consultant's proper, timely, and complete performance of the Services.

2.8 Direct Personnel Expense and Fee.

2.8.1 Direct Personnel Expense and Fee or the Consultant to perform Basic Services for the Project. The Owner shall pay the Consultant's Direct Personnel Expense and Fee in accordance with **Exhibit C: Consultant Fee Schedule**. This amount shall not be exceeded without the prior written approval of the Owner and an amendment to this Agreement. Partial payments will be made on a monthly basis based on invoices which depict the percentage of each task completed and the associated fee of that task

for the period covered in that invoice. As a task is fully completed, the full amount of the task may be invoiced accordingly.

2.9 Additional Services Fees.

- 2.9.1** For Additional Services provided by the Consultant and all Sub-Consultants, the Owner and Consultant shall mutually agree upon an Additional Services Fee for such Additional Services, which shall not be commenced without the prior written approval of the Owner and an amendment to this Agreement. Owner agrees that it will not direct Consultant to render any Additional Services in violation of this provision, and further, where Owner knowingly directs Consultant to render such Additional Services, Owner shall be deemed to have waived this provision.
- 2.9.2** For Additional Services performed by a Sub-Consultant, Additional Services Fees shall be based on the Sub-Consultant's associated invoices to the Consultant and may not include a Consultant mark-up.
- 2.9.3** Where the Consultant proposes additional support not specifically named or identified in **Exhibit B** of this Agreement or that would exceed to total additional staff budgeted in **Exhibit B** of this Agreement, Consultant shall submit to Owner in writing any requests or proposals for such additional staff, consistent with the terms of this Agreement.

2.10 Reimbursable Expenses and Sub-Consultant Fees.

- 2.10.1** For Reimbursable Expenses and Sub-Consultant Fees incurred by the Consultant, and Reimbursable Expenses for all Sub-Consultants, the Owner shall pay Consultant as included within the Total Compensation and as outlined in **Exhibit C**, which shall not be exceeded without the prior written approval of the Owner and an amendment to this Agreement. No Consultant or Sub-Consultant mark-up shall be permitted on Reimbursable Expenses. No Consultant mark-up shall be permitted on Sub-Consultant Fees. Alcohol is not allowed to be submitted as a Reimbursable Expense.

2.11 Invoicing.

- 2.11.1** Consultant shall submit for a given month, by the 15th of the subsequent month, any invoice for payment to: accounting@portofcleveland.com and margaret.rivalsky@portofcleveland.com and should include, at a minimum, the following information in the invoice submission:

1. Invoice Number
2. Project Name
3. Contact Information
4. Federal Tax Identification Number
5. Other specific information requested in this Article
6. Summary of progress with MBE/FBE Sub-Consultants

ARTICLE - 3 KEY PERSONNEL

- 3.1 The Consultant's **Key Personnel, including all Sub-Contractors**, as disclosed and approved for the Project are:
- 3.1.1 Task 1 – First Name Last Name, Title, Company (indicate company and if MBE/FBE)
 - 3.1.2 Task 2 –
 - 3.1.3 Task 3 –
 - 3.1.4 Task 4 –
 - 3.1.5 Task n –
- 3.2 The identities of the Consultant's **Key Personnel**, and the extent of their participation in performing the Consultant's Services as identified above, shall not be altered without the Owner's prior written consent, which shall not be unreasonably withheld.
- 3.3 The Consultant shall dismiss from the Project any individual employed by the Consultant or a Sub-Contractor who the Owner finds, in its sole reasonable discretion, to be incompetent, guilty of misconduct, or detrimental to the Project.
- 3.4 The Consultant will obtain all required Transportation Worker Identification Cards ("TWIC") for any personnel requiring the same to work on the Project.

ARTICLE - 4 GENERAL PROVISIONS

- 4.1 Effectiveness.
- 4.1.1 It is expressly understood by the Consultant that none of the rights, duties, and obligations described in the Contract Documents shall be valid and enforceable unless the Owner first certifies that there is a balance in the Owner's treasury or are in the process of collection to an appropriate fund, free from any previous encumbrance.
 - 4.1.2 Subject to **Section 4.1.1**, the Agreement shall become binding and effective upon execution by the Owner and Project Manager.
 - 4.1.3 This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any other counterparts.
- 4.2 Representations.
- 4.2.1 The Consultant represents and warrants that it is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, the Agreement is void, and the Consultant shall immediately repay to the Owner any funds paid under this Agreement.

4.2.2 The Consultant represents and agrees that throughout the performance of the Services or longer as may be described below, the Consultant shall obtain, pay for, and keep in force, the insurance coverage required by terms of this Agreement and by ORC Section 153.70.

ARTICLE - 5 ENUMERATION OF DOCUMENTS

5.1 This Agreement incorporates includes the following documents, contemporaneously executed herewith:

5.1.1 Standard Terms and Conditions attached as **Exhibit A**.

5.1.2 Scope of Services attached as **Exhibit B**.

5.1.3 Compensation Schedule attached as **Exhibit C**.

5.1.4 [If used] Mutual Non-Disclosure & Confidentiality Agreement and its Exhibit(s) attached as **Exhibit D**.

Remainder of Page Intentionally Left Blank

Signature Page Follows

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this **[Insert Full Name of Agreement]** as of the Effective Date set forth above:

CLEVELAND-CUYAHOGA COUNTY PORT AUTHORITY

William D. Friedman, President & CEO
1100 W. 9th Street Suite 300
Cleveland, Ohio 44113

[CONSULTANT NAME, INC.]

Name
Address
City State
Email

FEDERAL TAX I.D. _____

EXHIBIT A

ARTICLE - 1 CONSULTANT'S RESPONSIBILITIES

1.1 Nondiscrimination.

1.1.1 The Consultant shall comply with Applicable Law regarding equal employment opportunity and non-discrimination.

1.2 RESERVED.

1.3 Consultant's Services.

1.3.1 The Consultant shall provide Services for the Project, including, but not limited to, Services customarily furnished in accordance with generally accepted architectural, landscape architectural, engineering, surveying, commissioning, construction management, or other relevant specialty consulting practice, in accordance with the terms of this Agreement.

1.3.2 The Consultant shall provide the Services in accordance with Applicable Law and the applicable announcement issued pursuant to ORC Section 153.67 ("Announcement").

1.3.3 The Consultant shall not be responsible for or have control or charge over the acts or omissions of any Contractors or Subcontractors, any of their agents or employees, or any other persons performing any Work on the Project.

1.3.4 The Consultant shall render interpretations and decisions in connection with a Contractor's responsibilities under the Contract Documents and submit recommendations to the Owner for enforcement of the Contractor's contract as necessary. Such services would be considered construction phase support services and would be considered a change in scope and shall be approved in advance by the Owner in accordance with Article 4 of this Agreement unless it was determined there was an error or omission contained the on the Consultant's documents.

1.4 Standard of Care.

1.4.1 Notwithstanding any other provision of this Agreement to the contrary, the Consultant shall perform its Services consistent with the professional skill and care ordinarily provided by [registered architects, registered landscape architects, professional engineers, professional surveyors, commissioning agents, construction managers], or other relevant specialty consultant discipline in the same or similar locality under the same or similar circumstances.

1.4.2 The Consultant shall perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

1.5 Project Budget.

- 1.5.1 The Owner shall provide written notice to the Consultant of any change in the Project Budget.
- 1.5.2 The Consultant shall perform its Services so that the Project is completed within the Project Budget.
- 1.5.3 The Consultant and the Owner do not have control over the cost of construction labor, materials, or equipment, over Contractors' methods of determining prices, or over competitive bidding, market, or negotiating conditions. Accordingly, the Consultant does not warrant or represent that competitively bid or negotiated prices will not vary from the Construction Budget or from any estimate of cost or evaluation prepared as part of the scope, or agreed to, by the Consultant.

1.6 Cooperation.

- 1.6.1 The Consultant shall perform the Services so as not to interfere with, disturb, hinder, or delay the services of other Consultants or work of the Contractors. The Consultant shall cooperate and coordinate fully with all other Consultants and Contractors and shall freely share all of the Consultant's Project-related information with them to facilitate the timely and proper performance of the Services and of the services and work of other Consultants and Contractors.
- 1.6.2 If the Consultant damages the property or work of any other Consultant or Contractor, or by failure to perform the Services with due diligence, delays, interferes with, hinders, or disrupts the services of any other Consultant or the work of any Contractor who suffers additional expense and damage as a result, the Consultant is responsible for that damage, injury, or expense to the extent caused by negligent actions of the Consultant.
- 1.6.3 If the proper execution or results of any part of the Services depends upon work performed or services provided by the Owner, a other Consultant, or a Contractor, the Consultant shall review that other work and appropriate instruments of service, and promptly report to the Owner in writing any defects or deficiencies in that other work or services that render it unavailable or unsuitable for the proper execution and results of the Services. The Consultant's failure so to report will constitute an acceptance of the other work and services as fit and proper for integration with the Consultant's Services except for defects and deficiencies in the other work or services that were not reasonably discoverable at the time of the Consultant's inspection.
- 1.6.4 The Consultant shall not delay the Services on account of any claim, dispute, or action between the Consultant and a other Consultant or Contractor.

1.7 Records.

- 1.7.1 The records of all of the Consultant's Direct Personnel Expenses, Reimbursable Expenses, and payments to Sub-consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the Owner at all times and shall be maintained for 7 years after Substantial Completion of all Work.

- 1.7.2 All other records kept by the Consultant related to the Project shall be always available to the Owner and shall be maintained for 6 years after Substantial Completion of all Work.

ARTICLE - 2 OWNER'S RIGHTS AND RESPONSIBILITIES

2.1 The Owner.

2.1.1 The Owner shall designate a Project Manager for the Project. The Project Manager is authorized to act on behalf of the Owner to perform specific responsibilities under the Agreement.

2.1.2 The Owner shall furnish information and services required of it in a timely manner.

2.2 Required Actions.

2.2.1 The Owner shall review, approve, or take such actions as are required of them by this Agreement, the Contract Documents, and Applicable Law in a reasonable and timely manner.

2.3 Owner's Requirements.

2.3.1 The Owner shall provide, to the Consultant, information regarding its requirements for the Project including, project goals and objectives, and work rules, which shall set forth the Owner's use, design, time, and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, and systems and site requirements.

2.4 Provided Information.

2.4.1 The Owner does not warrant or guarantee the accuracy of Project-related information they provide to the Consultant, and the Consultant may rely upon Project-related information provided by the Owner.

2.5 Notice to Consultant.

2.5.1 If the Owner observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, prompt written notice thereof shall be given to the Consultant.

2.6 Legal Representation.

2.6.1 The Owner shall not be responsible to provide or pay for any legal representation of the Consultant.

2.7 Limitation of Authority.

- 2.7.1 The Consultant shall not have any authority to bind the Owner for the payment of any costs or expenses without the prior express written approval of the Owner.
- 2.7.2 The Consultant shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and the Contract Documents.
- 2.7.3 The Consultant's authority to act on behalf of the Owner may be modified only by an amendment to this Agreement in accordance with Article 4 of this Agreement.

2.8 Approval or Disapproval of Consultant's Services.

- 2.8.1 The Owner may disapprove any portion of the Services based on reasonable concerns of Owner as compared against services defined in the Scope of Services.
- 2.8.2 If the Owner disapproves of the Services at any Stage, the Consultant shall proceed, when requested by the Owner, re-perform the Services to satisfy the objections without additional compensation to the Consultant or its Sub-consultants.
- 2.8.3 The Consultant acknowledges that any review or approval by the Owner of any Services shall not relieve the Consultant of the Consultant's responsibility to properly and timely perform the Services.

ARTICLE - 3 SUB-CONSULTANTS

3.1 Sub-Consultant Services.

- 3.1.1 The Consultant may provide a portion of the Services through one or more Sub-consultants, provided, however, that the Consultant shall remain responsible for all of the Consultant's duties and obligations under this Agreement.
- 3.1.2 By appropriate written agreement, the Consultant shall require each Sub-consultant, to the extent of the Sub-consultant's portion of the Services, to be bound to the Consultant by the terms of this Agreement, and to assume toward the Consultant all of the obligations and responsibilities which the Consultant assumes toward the Owner.
 - 3.1.2.1 The Consultant shall not retain any Sub-consultant on terms inconsistent with this Agreement.
 - 3.1.2.2 All agreements between the Consultant and a Sub-consultant shall identify the Owner as the agreement's intended third-party beneficiaries.
 - 3.1.2.3 Upon the request of the Owner, the Consultant shall submit a copy of the agreement between the Consultant and each Sub-consultant.
- 3.1.3 The Consultant shall obtain the Owner's written approval before engaging any Sub-consultant not named in the Agreement. The Consultant shall not employ any Sub-consultant against whom the Owner has a reasonable objection. The Owner's

approval or disapproval of any Sub-consultant, however, will not relieve the Consultant of the Consultant's full responsibility for performance of the Services.

- 3.1.4** The Consultant shall not remove any Sub-consultant from the Project or reduce the extent of any Sub-consultant's participation in providing the Services without the Owner's prior written consent. The Consultant shall not permit any Sub-consultant to replace any previously identified team member except with the Owner's prior written consent unless the Sub-consultant ceases to employ that person. On notice from the Owner, the Consultant shall immediately and permanently remove from the Project any Sub-consultant or person under a Sub-consultant's control whose performance is not satisfactory to the Owner.
- 3.1.5** The Owner may communicate with any Sub-consultant either through the Consultant or directly with the Sub-consultant, but the Owner may not modify the agreement between the Consultant and any Sub-consultant. The Owner will advise the Consultant with reasonable promptness of direct communication with any Sub-consultant.
- 3.1.6** The Consultant hereby assigns to the Owner each Sub-consultant's agreement provided that the assignment is effective only after the Owner terminates this Agreement and only for those agreements that the Owner accepts by notifying the Sub-consultant and Consultant in writing. The Owner may re-assign accepted agreements.
- 3.1.7** The Consultant agrees that it shall bind its Sub-consultants to any non-disclosure and confidentiality agreement(s) executed or signed in connection with the Project. Consultant further agrees that it shall disclose to any Parties or interested Parties or affiliates to any non-disclosure and confidentiality agreement the release or sharing of any confidential or potentially confidential information to any of its Sub-consultants.

3.2 Payments by Consultant.

- 3.2.1** Within 10 business days of receipt of payment made pursuant to this Agreement, the Consultant shall pay all portions thereof due to Sub-consultants and to persons who provided items, the expenses of which are Reimbursable Expenses.
- 3.2.2** The Owner has no obligation to pay or see to the payment of money to any Sub-consultant except as otherwise required under Applicable Law.

ARTICLE - 4 MODIFICATIONS

4.1 Compensation for Extension of Project Time.

- 4.1.1** If the Consultant notifies the Owner not less than 30 days before the date for completion of the Project set in the approved Project Schedule, that the time for completion is reasonably expected to be extended through no fault of the Consultant, and for good cause shown, the Consultant's compensation for Services to be rendered

during such extended period, shall be negotiated to the mutual reasonable satisfaction of the Owner and Consultant.

4.1.2 If, through such negotiation, the Owner agrees, in its sole discretion, that the Consultant shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Section 4.3.

4.1.3 Such amendment shall be executed before the Consultant renders any Services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the Owner.

4.2 Compensation for Change of Scope of Project or Project Budget.

4.2.1 The Project Scope is defined by the Approved Program of Requirements, as provided in **Exhibit B**.

4.2.2 The Project Budget is defined in the Agreement.

4.2.3 If the Owner, through no fault of the Consultant, materially changes the Project Scope or materially changes the Project Budget at any time after the execution of this Agreement, any necessary adjustment in the Consultant's compensation shall be negotiated to the mutual reasonable satisfaction of the Owner and Consultant.

4.2.4 If, through such negotiation, the Owner agrees, in its sole discretion, that the Consultant shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Section 4.3.

4.2.5 Such amendment shall be executed before the Consultant renders any Services made necessary by such change in the Project Scope or the Project Budget, unless otherwise agreed in writing by the Owner.

4.3 Amendments.

4.3.1 This Agreement may be modified only by an amendment prepared by the Owner and executed by both the Consultant and the Owner.

ARTICLE - 5 DISPUTE RESOLUTION

5.1 Mediation.

5.1.1 The Owner and Consultant may by written agreement submit any claims, requests, disputes, or matters in question between or among them to mediation as shall be mutually agreeable.

5.2 Notice and Filing of Requests.

5.2.1 Any request by the Consultant for additional fees or expenses shall be made in writing to the Owner prior to Consultant performing any services giving rise to such

additional fees and/or prior to consultant incurring any such additional expenses. The Consultant's failure to comply with the requirements of Section 5.2.1 shall constitute an irrevocable waiver by the Consultant of any request for such fees and expenses.

5.3 Substantiation of Request.

5.3.1 In every written request filed pursuant to Section 5.2, the Consultant shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

5.4 Meeting with the Project Manager.

5.4.1 Within 30 days after receipt of the request filed with the Owner pursuant to Section 5.2, or other period mutually agreed by the Parties, the Project Manager shall schedule a meeting to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting.

5.4.2 The meeting scheduled by the Project Manager shall be attended by persons expressly and fully authorized to resolve the request on behalf of the Consultant.

5.5 Performance.

5.5.1 The Consultant shall proceed with the Consultant's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Consultant and the Owner in writing.

5.5.2 The Owner shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute.

5.6 Mutual Waiver of Consequential Damages.

5.6.1 Except as provided under Section 5.6.2, the Owner and Consultant each waive against the other all claims for consequential damages that may arise out of or relate to this Agreement.

5.6.1.1 The Owner's waiver includes claims for loss of use, income, profit, revenue, financing, cost of capital, business and reputation, management and employee productivity, and consequential damages arising from termination of the Agreement or related to insolvency.

5.6.1.2 The Consultant's waiver includes claims for overhead; delay damages except as otherwise specifically provided for in the Agreement; increased cost of funds for the Project; lost opportunity to work on other Projects; losses of financing, business, and reputation; loss of profit except anticipated profit arising directly from properly performed Services; and

consequential damages arising from termination of the Agreement or related to insolvency.

5.6.2 Notwithstanding Section 5.6.1, this Section 5.6:

5.6.2.1 Does not apply to any damages covered by insurance provided in connection with the Project if the Agreement did not include Section 5.6.1 (excluding Professional Liability);

5.6.2.2 Does not apply to the Consultant's indemnity obligations for third-party claims for personal injury or property damage against the Indemnified Parties even if those claims are for damages that Section 5.6.1 would otherwise preclude; and

5.6.2.3 Does not apply to Claims for damages arising from the Owner or Consultant's gross negligence or willful misconduct.

5.6.3 This Section 5.6 shall survive termination of the Agreement.

5.7 Civil Actions.

5.7.1 Any dispute not resolved pursuant to this Article 5 shall be resolved in the civil courts located in Cuyahoga County, Ohio having jurisdiction over such claims.

5.7.2 Limits on Tangible Property: The determination of whether to purchase or rent tangible property as Reimbursable Expenses must be approved in advance by the Owner. The Consultant shall maintain a current inventory of all such property and any such property which has been purchased and has a useful life after Project Closeout shall be delivered to the Owner.

ARTICLE - 6 INSURANCE AND INDEMNIFICATION

6.1 Consultant's General Insurance Requirements.

6.1.1 Throughout the performance of the Services or longer as may be described below, the Consultant shall obtain, pay for, and keep in force, the minimum insurance coverage described in this Article 7 and the additional insurance requirements that may be passed down by the [**Insert Additional Entities Requiring More Insurance: City of Cleveland, Norfolk Southern Railroad and Logistec, USA**], provided under separate cover.

6.1.1.1 Each requirement of this Article 7 applies to Sub-consultants just as it applies to the Consultant.

6.1.1.2 If a Sub-consultant's usual insurance coverage does not meet the minimum coverage requirements, before entering into an agreement with that Sub-consultant, the Consultant shall submit to the Owner (1) a certificate of insurance evidencing the insurance the Sub-consultant will carry without

additional compensation and (2) if the Owner requests, a written proposal from the Sub-consultant to provide coverage that meets the minimum coverage requirements. The Owner will decide whether to accept the non-conforming insurance coverage or the proposal to provide conforming coverage.

- 6.1.1.3** On a case-by-case basis, the Owner and Consultant may agree to adjust the below requirements for any particular Sub-consultant.
- 6.1.2** Before starting the Services, upon renewal of any policy, and upon a change of any insurance carrier, the Consultant shall deliver to the Owner certificates evidencing that the required insurance is in force.
- 6.1.3** With the exception of government-controlled workers compensation coverage:
 - 6.1.3.1** The Consultant shall place the insurance with companies that (1) are satisfactory to the Owner, (2) hold an A.M. Best Rating of A-, X, or higher, and (3) are authorized to conduct business in Ohio;
 - 6.1.3.2** The policies shall be endorsed to require the Consultant's insurance carrier to (1) provide at least 30- days' written notice to the Owner (as certificate holder) of the cancellation or non-renewal of the insurance and (2) provide at least 10-days' written notice to the Owner (as certificate holder) of the cancellation of the insurance for non-payment of premium; and
 - 6.1.3.3** Consultant shall provide certified copies of any required insurance evidencing appropriate coverage as reasonably requested by the Owner.
- 6.1.4** The Consultant shall pay all deductibles, or self-insured retentions, or both contained in the Consultant's policies of insurance required or provided in connection with the Project. The Owner reserves the right to approve or reject all levels of self-insured retention, captive insurance programs, or other alternative risk financing the Consultant may use to comply with any insurance requirement.
- 6.1.5** The Consultant shall pay a proportionate share of the deductibles, or self-insured retentions, or both contained in any insurance policy the Owner purchases for the Project. The Consultant's proportionate share will derive from the percentage of the associated claim or loss attributable to the negligence of the Consultant or a Sub-consultant.
- 6.1.6** The Owner does not represent that required coverage or limits are adequate to protect the Consultant.
- 6.1.7** Failure of the Owner to demand a certificate or other evidence of full compliance with the insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Consultant's obligation to maintain the required insurance.

6.1.8 The Owner may terminate the Agreement for cause on account of the Consultant's failure to maintain the required insurance.

6.2 Consultant's Minimum Coverage Requirements.

6.2.1 Workers Compensation. Consultant shall at all times during the term of this Agreement subscribe to and comply with the Workers' Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder and save the Owner harmless from any and all liability arising from or under said laws. If there is an exposure of injury to the Consultant's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

6.2.2 Employers Liability Coverage. The Consultant shall maintain employer's liability coverage with (1) an each-accident limit of not less than \$1,000,000, (2) a disease each-employee limit of not less than \$1,000,000, and (3) a disease policy limit of not less than \$1,000,000. If there is an exposure of injury to the Consultant's employees under the U.S. Longshore and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

6.2.3 Commercial General Liability. The Consultant shall maintain commercial general liability ("CGL") coverage, that provides (1) an each-occurrence limit of not less than \$1,000,000, (2) a general-aggregate limit of not less than \$3,000,000, and (3) a products and completed-operations aggregate limit of not less than \$3,000,000.

6.2.3.1 The CGL insurance shall be written on ISO occurrence form CG 00 01 10 01 or a substitute form, providing at least equivalent coverage for liability arising from premises, operations, independent contractors, products/completed-operations, personal and advertising injury, and liability assumed under an insured contract.

6.2.3.2 The Consultant shall include the Owner and [List out Additional Insured Required: Logistec, USA, Norfolk Southern] as an Additional Insured(s) under the CGL policy using ISO endorsement CG 20 10 07 04 and ISO endorsement CG 20 37 07 04 or a substitute form(s) providing equivalent coverage.

6.2.3.3 The CGL policy shall be endorsed using ISO endorsement CG 25 03 or a substitute form providing equivalent coverage to provide that the general aggregate limit applies separately to each of the insured's Projects.

6.2.3.4 The CGL insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs, that cover the additional insured.

6.2.3.5 The CGL policy shall not exclude coverage to the additional insured for

bodily injury or property damage arising out of the products/completed-operations hazard.

6.2.3.6 The Consultant shall maintain the CGL insurance in effect for no less than five years after the earlier of the termination the Agreement or Substantial Completion of all Work.

6.2.4 Business Automobile Liability. The Consultant shall maintain business automobile (“BA”) coverage written on ISO form CA 00 01 10 01 or a substitute form, providing at least equivalent coverage with a limit of not less than \$1,000,000 each accident.

6.2.4.1 The coverage shall extend to any auto: owned (if any), non-owned, leased, rented, hired, or borrowed.

6.2.4.2 The Consultant shall include the Owner and [List out Additional Insured Required: Logistec, USA, Norfolk Southern] as an Additional Insured(s) under the BA policy.

6.2.5 Umbrella/Excess Liability. The Consultant may employ an umbrella/excess liability policy to achieve the above-required minimum coverage.

6.2.6 Professional Liability. The Consultant shall maintain professional liability (“PL”) insurance with a per- claim limit of not less than \$1,000,000 and an annual aggregate limit of not less than \$1,000,000.

6.2.6.1 The PL policy shall have an effective date, which is on or before the date that the Consultant first started to provide any Project-related Services.

6.2.6.2 Upon submission of the associated certificate of insurance and at each policy renewal, the Consultant shall advise the Owner in writing of any actual or alleged claims that may erode the PL policy’s limits. The Consultant shall maintain the PL insurance in effect for no less than five years after the earlier of the termination of the Agreement or Substantial Completion of all Work.

6.2.6.3 If the Project is using the design-build Project delivery system, the PL policy shall not contain any design-build exclusions.

6.2.7 Pollution Liability. If the Services include environmentally sensitive, hazardous types of activities (such as demolition, exterior insulation finish systems, Asbestos abatement, storage-tank removal, or similar activities), or involves Hazardous Materials, the Consultant shall maintain a contractor’s pollution liability (“Pollution”) policy with (1) a per-claim limit of not less than \$1,000,000 and (2) an annual-aggregate limit of not less than \$1,000,000, covering the acts, errors and/or omissions of the Consultant for damages (including from mold) sustained by the Owner by reason of the Consultant’s performance of the Services.

6.2.7.1 The Pollution policy shall have an effective date, which is on or before the

date that the Consultant first started to perform any Project-related Services.

6.2.7.2 Upon submission of the associated certificate of insurance and at each policy renewal, the Consultant shall advise the Owner in writing of any actual or alleged claims that may erode the Pollution policy's limits. The Consultant shall maintain the Pollution insurance in effect for no less than 5 years after the earlier of the termination of the Agreement or Substantial Completion of all Work.

6.2.7.3 The Consultant may achieve the Pollution insurance requirement through a PL policy, which provides the required pollution coverage.

6.3 Waivers of Subrogation.

6.3.1 To the fullest extent permitted by Applicable Law, the Consultant waives all rights against the Owner, and its agents and employees for damages to the extent covered by any insurance (not including professional liability insurance), except rights to the proceeds of that insurance. All policies shall accomplish the waiver of subrogation by endorsement or otherwise.

6.3.2 To the fullest extent permitted by Applicable Law, the Consultant waives all rights against the Owner, and its employees for damages to the extent covered by any professional liability insurance, except rights to the proceeds of that insurance. All policies shall accomplish the waiver of subrogation by endorsement or otherwise.

6.3.3 The Owner and Consultant waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance, inland marine insurance, or builder's risk insurance applicable to the Work.

6.4 Indemnification for Injury or Damage.

6.4.1 To the fullest extent not prohibited by law, Consultant shall indemnify, defend (for Professional Liability claims, reimburse defense costs to proportionate extent of Consultant's liability) and hold harmless the Owner and the [Insert Entities Requiring Hold Harmless Provisions: ZZZZ], their respective consultants, partners, officers, employees and anyone else acting for or on behalf of any of them (herein collectively called "Indemnities") from and against all liability, damages, loss, claims, demands, actions, costs and expenses (including reasonable attorney's fees and court costs) of any nature whatsoever to the extent of the negligent performance of Consultant or any negligent act or omission of Consultant.

6.4.2 The Consultant's indemnification obligation under Section 7.4 will be limited to its insurance coverage provided or required in connection with the Project except in instances of criminal acts, gross negligence, or fraud.

6.4.3 The Consultant's obligations under Section 7.4 shall not negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a Person

indemnified under Section 7.4.

- 6.4.4** The Consultant's indemnification obligation under Section 7.4 will survive termination of the Agreement and Final Acceptance of the Work.

ARTICLE - 7 TERMINATION

7.1 Termination for Convenience.

- 7.1.1** The Owner may terminate the Agreement in whole or in part for the Owner's convenience and without cause, at any time upon written notice to the Consultant. Upon receipt of the notice of termination for convenience, the Consultant shall immediately proceed with performance of the following duties in accordance with instructions from the Owner: (1) cease operation as specified in the notice; (2) no further Sub-consultant agreements except as necessary to complete continued portions of the Project; (3) terminate all Sub-consultant agreements to the extent they relate to the Services terminated; and (4) proceed with Services not terminated.
- 7.1.2** The Owner shall pay the Consultant for Services rendered before the date of termination in accordance with the allocations the Agreement, including any Reimbursable Expenses incurred, but not in excess of the allocations and caps otherwise provided in the Agreement. In no event shall the Consultant be entitled to overhead and profit associated with Services the Consultant did not perform on account of the termination or otherwise.
- 7.1.3** If the Owner terminates the Services under this Section 8.1, the termination shall not affect the rights or remedies of the Owner against the Consultant then existing or which may thereafter accrue for Services performed in full before the termination.
- 7.1.4** Notwithstanding Section 8.1.2, if the Owner terminates the Services under this Section 8.1, but there exists an event of the Consultant's default, the Consultant shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default as provided in Section 8.2.

7.2 Termination for Cause.

- 7.2.1** The Owner may terminate all or a portion of the Agreement if the Consultant commits a material breach of the Agreement including but not limited to: (1) failure to prosecute the Services with the necessary force or in a timely manner; (2) refusal to remedy disapproved Services; (3) failure to properly make payment to Sub-consultants; or (4) disregarding laws, ordinances, or rules, regulations, or orders of a public authority with jurisdiction over the Project.
- 7.2.2** If the Owner intends to exercise its termination rights under this Section 8.2, the Owner shall notify the Consultant in writing of the Owner's intent to terminate this Agreement and the cause(s) for that termination.
- 7.2.3** If the Consultant fails to cure the identified cause(s) for termination within 7 calendar

days after receiving the notice described under Section 8.2.2, the Owner may terminate the Agreement by giving written notice of the termination to the Consultant.

- 7.2.4** If the Agreement is terminated, the Owner may complete the Services by means the Owner determines appropriate and take immediate possession of all Consultant Documents.
- 7.2.5** If the Agreement is terminated, the Consultant shall not be entitled to further payment.
 - 7.2.5.1** If the unpaid balance of the sum of the Basic Fee plus Additional Services Fees plus Reimbursable Expenses is exceeded by the costs of finishing the Services, including without limitation the fees and charges of contractors, engineers, architects, attorneys, and other professionals and court costs, and other damages incurred by the Owner, the Consultant shall immediately pay the amount of the insufficiency to the Owner. This obligation for payment shall survive termination of the Agreement.
- 7.2.6** If the Owner terminates the Services under this Section 8.2, the termination shall not affect any rights or remedies of the Owner against the Consultant then existing or which may thereafter accrue.
- 7.2.7** If the Owner is adjudged to have improperly terminated the Services under this Section 8.2, the termination will be deemed to have been a termination under Section 8.1.

7.3 Consultant's Termination for Cause.

- 7.3.1** The Consultant may terminate this Agreement for cause if the Owner fails to pay undisputed amounts owed to the Consultant when required under this Agreement.
- 7.3.2** If the Consultant elects to terminate this Agreement for cause, the Consultant must give the Owner written notice of (1) the Consultant's intention to terminate the Agreement and (2) an accounting of the undisputed amounts owed to the Consultant and the date(s) on which the Consultant believes payment of those amounts was due. If the Owner does not cure the cause for termination by initiating the process to pay the undisputed amounts owed to the Consultant within 30 days after receiving the notice, the termination will take effect upon the Owner's receipt of the Consultant's written notice of termination, which is in addition to the Consultant's notice of intention to terminate.
- 7.3.3** If the Consultant properly terminates this Agreement for cause, but subject to other provisions of this Agreement, the Owner must pay the Consultant for Services performed by the Consultant before the date of termination. In no event will the Owner be obligated to pay anything on account of Services the Consultant does not perform.
- 7.3.4** If the Consultant improperly terminates this Agreement under this Section 8.3, the Consultant shall be obligated to the Owner as described under Section 8.2.5.1.

ARTICLE - 8 GENERAL PROVISIONS

8.1 Consultant's Documents and Contract Documents.

- 8.1.1** Except as provided under Section 9.1.2 and subject to Section 9.1.6, the Owner alone owns the Consultant's documents and the Contract Documents and every right, title, and interest in the Consultant's documents and the Contract Documents from the moment of creation. Consultant shall provide Owner with the deliverables highlighted in the Scope of Services. In addition, the Owner may request support geotechnical and survey data, CAD files, modeling software files, engineering assumptions and design criteria, and other applicable support data as deemed critical by the Owner for our records and future operation of the site.
- 8.1.2** Section 9.1.1 does not apply to standard details and specifications regularly used by the Consultant or any of its Sub-consultants in its normal course of business that are included in the Consultant's documents. The Consultant grants to the Owner an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use those standard details and specifications for all Project- related purposes such as but not limited to owning, financing, constructing, testing, commissioning, decommissioning, using, operating, maintaining, repairing, modifying, selling, obtaining insurance for, and obtaining permits for the Project before, during, and after termination or completion of this Agreement.
- 8.1.3** The Consultant must execute and deliver and cause its employees and agents and all Sub-consultants to execute and deliver to the Owner any transfers, assignments, documents, or other instruments (if any) necessary to vest in the Owner complete right, title, interest in and ownership of all of the Consultant's documents and the Contract Documents under Section 9.1.1 and the license described under Section 9.1.2.
- 8.1.4** The Consultant may retain copies, including reproducible copies of Consultant's documents and the Contract Documents for information, reference, and the performance of the Services. The Owner grants to the Consultant and its Sub-consultants a non-exclusive, royalty-free license to copy, reproduce, distribute, and otherwise use the Consultant's documents and the Contract Documents in relation to the performance of the Services, including any Additional Services.
- 8.1.5** The submission or distribution of Consultant's documents and the Contract Documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Owner's reserved rights in the Consultant's documents and the Contract Documents. Any unauthorized use of the Consultant's documents and the Contract Documents will be at the sole risk of the entity making the unauthorized use of the Consultant's documents and the Contract Documents.
- 8.1.6** Should the Owner desire to use any of the Consultant's documents for an addition to,

remodeling or rehabilitation of, or change to any one or more of the Project improvements built on the basis of the Consultant's documents, Owner shall engage one or more suitable licensed design professionals under terms that require each of those design professionals to independently evaluate any design or related features in the Consultant's documents without reliance on any information in the Consultant's documents that would be inconsistent to the standard of care applicable to that design professional. Consultants shall not be liable for such additions to, remodeling, or rehabilitations of, or changes or for any adverse impacts caused to the Consultant's original design.

8.2 Public Relations.

8.2.1 Publicity prior to completion of the Project. Prior to completion of the Project, public relations or publicity about the Project shall be solely within the control of, and with the consent of, the Owner.

8.2.2 Publicity after completion of the Project. After completion of the Project, the Consultant may exercise reasonable public relations and marketing efforts related to the Project, provided the Consultant properly identifies the Owner, and its participation in the Project.

8.3 Application and Governing Law.

8.3.1 This Agreement and the rights of the Parties hereunder shall be governed by the laws of the state of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding hereunder or related to the Project. The Consultant irrevocably consents to such jurisdiction.

8.3.2 The Parties to the Agreement shall comply with Applicable Law.

8.4 Written Notice.

8.4.1 Notice under this Agreement shall be validly given if: (1) delivered personally to a member of the organization for whom the notice is intended; (2) delivered, or sent by registered or certified mail, to the last known business address of the organization; or (3) sent by facsimile, email, or web-based Project management software, provided the original, signed document is delivered within 3 business days after the date of the electronic transmission.

8.4.2 When the Owner, the Consultant, or a Contractor gives notice to one of the other 2, it shall also simultaneously send a copy of that notice to the others.

8.4.3 A copy of all notices, certificates, requests, or other communications to the Owner shall be sent to the Project Manager.

8.4.4 In the event of an emergency involving the Project, including, but not limited to, a fatality, serious injury, fire, collapse, flood, utility, or power loss to occupied facilities, explosion, or environmental damage, the Consultant shall immediately notify the

Owner by telephone.

8.4.5 The Owner or the Consultant may, by written notice given hereunder, designate addresses, telephone numbers, and email addresses to which notices, certificates, requests, or communications shall be sent.

8.5 Time of the Essence.

8.5.1 Time limits stated in the Agreement are of the essence of the Agreement and all obligations under the Agreement. By signing the Agreement, the Consultant acknowledges that those time limits are reasonable.

8.5.1.1 The Consultant acknowledges that the Owner will enter into other contracts based upon the Consultant properly providing the Services in a timely manner.

8.5.1.2 The Consultant shall perform the Work in a reasonable, efficient, and economical sequence, and in the order and time as provided in the Project Schedule.

8.5.1.3 The Consultant acknowledges that it may be subject to interference, disruption, hindrance, or delay in the progress of the Services from any cause. The sole remedy for such interference, disruption, hindrance, or delay shall be an extension of the time for performance of the Services, unless otherwise required by ORC Section 4113.62, unless provided for under Article 4.

8.6 Successors and Assigns.

8.6.1 The Owner and the Consultant, each bind themselves, their successors, assigns, and legal representatives, to the other party to this Agreement and to the successors, assigns, and legal representatives of the other party with respect to all terms of this Agreement.

8.6.2 The Consultant shall not assign, or transfer any right, title, or interest in this Agreement without the Owner's prior written consent of the Owner.

8.7 Extent of Agreement.

8.7.1 Entire Agreement. This Agreement, including the attached documents, and the Contract Documents represent the entire and integrated agreement between the Owner and the Consultant and supersede all prior negotiations, representations, or agreements, either written or oral.

8.7.2 Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

8.7.3 Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

8.7.4 Precedence. If there are any inconsistencies between the provisions of the Contract Documents and the provisions of the Announcement or this Agreement, the provisions of this Agreement shall prevail.

8.8 Severability.

8.8.1 If any term or provision of this Agreement, or the application thereof to any Person or circumstance, is finally determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by Applicable Law.

8.9 Electronic and Facsimile Signatures.

8.9.1 Any party hereto may deliver a copy of its counterpart signature page to this Agreement via electronic signature software, fax, e-mail, or web-based contract and or project management software. Each party hereto shall be entitled to rely upon an electronic, scanned, or facsimile signature of any other party delivered in such a manner as if such signature were an original.

8.10 No Third-Party Interest.

8.10.1 Except as expressly provided under Article 3, (1) no person or entity, other than the Owner and the Consultant, will have any right or interest under the Agreement, and (2) the Agreement does not create a contractual relationship of any kind between any people or entities other than the Owner and the Consultant.

8.11 No Waiver.

8.11.1 The failure of the Owner or the Consultant to insist in any one or more instances upon the strict performance of any one or more of the provisions of the Agreement or to exercise any rights under the Agreement or provided by law will not be construed as a waiver or relinquishment of that provision or right or of the right to subsequently demand strict performance or exercise the right and the rights will continue unchanged and remain in full force and effect.

8.12 Rights and Remedies.

8.12.1 The duties, obligations, rights, and remedies under the Agreement are in addition to and not a limitation of the duties, obligations, rights, and remedies otherwise imposed by or available under Laws and Regulations.

8.13 Survival of Obligations.

8.13.1 All representations, indemnity obligations, warranties, guarantees, and necessarily continuing obligations under the Agreement, will survive final payment, completion and acceptance of the Work, and termination or completion of the Agreement.

8.14 Independent Contractor Status.

8.14.1 Where applicable, if Project Manager is an individual, before Project Manager is entitled to payment under this Agreement, Project Manager shall complete, execute, and return to Owner the OPERS Independent Contractor/Worker Acknowledgement Form (“PEDACKN form”).

8.14.2 Where applicable, if Consultant is a corporation, partnership, LLC, or other business entity with fewer than five (5) employees, before Consultant is entitled to payment under this Agreement, Consultant must provide the PEDACKN form to each of its employees providing services to Owner (including any owner, shareholder or partner of the business providing services to Owner) and have each employee complete, execute, and return to Owner the PEDACKN form.

8.14.3 Consultant shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, old age retirement benefits, pensions, or annuities now or hereafter imposed under any State or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Consultant for work performed under the terms of this Agreement. Consultant shall obey all rules and regulations which are now or hereafter may be issued or promulgated under said respective laws by a duly authorized State or Federal officials. The Consultant shall indemnify and save harmless the Owner from any such contributions or taxes or liability therefore.

8.14.4 The relationship created by this Agreement is one of independent contractor, and neither party shall under any circumstances be deemed agents, representatives, partners, joint venturers or employees of the other party, and, except as explicitly set forth in this Agreement, neither party shall have any right to enter into any contracts or commitments or make any representations or warranties, whether express or implied, in the name of or on behalf of the other or to use the other party's name, tradename, trademark or logo in any fashion without the prior written consent of the other party.

8.15 Safety.

8.15.1 The Consultant shall comply with all applicable federal, state, and local safety laws, rules, and regulations.

8.15.2 Personal protective clothing and equipment shall be furnished and maintained by the Consultant and worn while performing services on site.

ARTICLE - 9 DEFINED TERMS AND ABBREVIATIONS

- 9.1** For the purposes of this Agreement, the words, terms, and abbreviations set forth below have the following meanings:
- 9.1.1** “Consultant” means the Person identified in the Agreement responsible for providing professional consulting services for the Project.
- 9.1.2** “Consultant’s Documents” means all Project-related documents, including those in electronic form, prepared by the Consultant or Sub-consultants.
- 9.1.3** “Contractor” means a Person, which is party to a contract for the performance of Work on the Project in cooperation with Separate Contractors and Persons, and in accordance with the Contract Documents. As used in the Agreement, the term Contractor may include a Construction Manager at Risk or a Design-Builder.
- 9.1.4** “Direct Personnel Expense” means the portion of direct salaries and wages of all personnel of the Consultant or any Sub-consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pensions, profit sharing, and similar benefits related to their time devoted to the Project.
- 9.1.5** “Fee” (as in “Basic Fee,” “Additional Services Fees,” and otherwise) means all of the compensation to be paid by the Owner to the Consultant on account of the proper, timely, and complete performance of the associated Services by the Consultant or its Sub-consultants, including, but not limited to, salaries or other compensation of the Consultant’s employees at the principal office, branch offices, and the field office, general operating expenses of the Consultant’s principal office, branch offices, and the field office, any part of the Consultant’s capital expenses, including interest on the Consultant’s capital employed for the Project, overhead or expenses of any kind, except Direct Personnel Expense and Reimbursable Expenses, any costs incurred due to the Consultant’s negligence, the Consultant’s general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.
- 9.1.6** “Reimbursable Expenses” means actual expenditures incurred by the Consultant or its Sub-consultants in the interest of the Project, approved by the Owner for reproduction of Contract Documents for distribution to Bidders, plan approval fees, building permits, and, if requested by the Owner, reformatting Project Record Submittals to a computer medium different than the computer medium used by the Consultant.
- 9.1.7** “Services” includes all of the Consultant’s obligations, individually or collectively, under the Agreement including all items reasonably inferable from the Agreement, whether provided or to be provided by the Consultant, a Sub-consultant, or any other entity for whom the Consultant is responsible. The Services include both Basic

Services and Additional Services as defined in the Agreement.

9.1.8 “Sub-consultant” means a Person engaged by the Consultant to provide or perform a portion of the Services.

9.1.9 “Submittals” means Shop Drawings, Product Data, Samples, and other items for the Consultant’s review and action provided by a Contractor for any item required by the Contract Documents, but not fully described in the Contract Documents.

END OF EXHIBIT A

EXHIBIT B

ARTICLE - 1 PROJECT CRITERIA

- 1.1 **Description.** The Project consists of the following: [design/build/construction of [facility] OR describe fully as needed below [and attached figure]:
- 1.1.1 .
- 1.1.2 .
- 1.1.3 The Project deliverables for this Project shall be electronic PDF & CAD deliverables and a maximum of two hard copies (if requested) of the following unless otherwise requested herein: Contract Drawings & Specifications, Bid Form, & Engineers Estimate of Probable Construction Costs.
- 1.1.4 The **Project Budget** shall not exceed \$ _____.
- 1.1.5 The Owner has established not to exceed line-item budgets [or fees] to track progress and the work associated with each item outlined in Scope of Services below. Written approval must be granted by the Owner to shift or reallocate between line items. or authorize additional work outside of the scope authorized below. The Total Fee includes necessary Project communications, coordination, conference calls, and stakeholder engagement.

ARTICLE - 2 SCOPE OF SERVICES

- 2.1 **Overview.** The Owner has approved the following work items, tasks and maximum allowed budget for each as outlined below and in the Consultant's proposal, attached as **Exhibit C** to the Agreement.
- 2.2 **Task 1: [insert task name].** This authorized Task involves [add details].
- 2.3 **Task 2: [insert task name]** This authorized Task involves [add details].

END OF EXHIBIT B

EXHIBIT C - CONSULTANT COMPENSATION SCHEDULE

[Insert Consultant's compensation/rate schedule.]

END OF EXHIBIT C

Exhibit D

SUBMIT COPY w/ BID
DISCLOSURE OF PERSONAL PROPERTY TAXES

STATE OF OHIO

COUNTY OF _____

The undersigned, being first duly cautioned and sworn, says that:

1. The person is the _____ of _____ who made a bid for a project or for the purchase of services and supplies for the Cleveland-Cuyahoga County Port Authority, involving the competitive bid process;
2. The person is familiar with RC 5719.042, copies of which are available in the offices of the Cleveland-Cuyahoga County Port Authority, and that the person submits to the Cleveland-Cuyahoga County Port Authority this statement under oath, that as the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the Cleveland-Cuyahoga County Port Authority has territory or that such person was charged with delinquent personal property taxes on any such tax list.
3. This statement sets forth in full, the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon as specified by RC 5719.042.
4. If this statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall, with the permission of the taxpayer, which is hereby given, be transmitted by the Cleveland-Cuyahoga County Port Authority to the County Treasurer with thirty (30) days of the date this statement was submitted.
5. A copy of the statement shall also be incorporated into the contract between the Cleveland-Cuyahoga County Port Authority and the undersigned, and no payment shall be made with respect to any contract to which RC 5719.042 applies unless such statement has been so incorporated as a part thereof.

By _____

Title _____

Ohio Personal Property Taxes

Exhibit A

(Complete if taxes are owed)

Exhibit E

NON-COLLUSION AFFIDAVIT
SUBMIT COPY w/ BID

STATE OF OHIO)
)SS
CUYAHOGA COUNTY)

AFFIDAVIT

_____ being first duly sworn deposes and says:

Individual only: That the person is an individual doing business under the name of _____ at
in the City of _____, State of _____.

Partnership only: That the person is the duly authorized representative of a partnership doing
business under the name of _____ in
the City of _____, State of _____.

Corporation only: That the person is the duly authorized, qualified and acting _____
of _____, a corporation organized and existing
under the laws of the State of _____; and that the person, said
partnership or said corporation, is filing herewith a bid to the Cleveland-
Cuyahoga County Port Authority in conformity with the foregoing
specifications;

Individual only: Affiant further says that the following is a complete and accurate list of the
names and addresses of all persons interested in said proposed contact:

Affiant further says that the person is represented by the following attorneys:

_____ and is also represented by the following resident agents in the county of
Cuyahoga:

Partnership only: Affiant further says that the following is a complete and accurate list of the
names and addresses of the members of said partnership:

Affiant further says that said partnership is represented by the following
attorneys: _____ and is also represented by the
following resident agents in the County of Cuyahoga:

Corporation only: Affiant further says that the following is a complete and accurate list of the
officers, directors and attorneys of said corporation:

President
Vice
President
Secretary
Treasurer
Cuyahoga County Manager or Agent
Attorneys

Directors:

And that the following officers are duly authorized to execute contracts on behalf of said corporation:

Affiant further says that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that in accordance with Title 23 United States Code, Section 112 and Ohio Revised Code, Chapter 1331 et. seq. and Sections 2921.11 and 2921.13, the bidder hereby states, under penalty of perjury and under other such penalties as the law provides, that the person or the person's agents or employees have not entered either directly or indirectly into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Execution of this proposal on the signature portion thereof shall constitute also signature of this Non-Collusion Affidavit as permitted by Title 28 United States Code, Section 1746; that said bidder has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other bidder, or to secure any advantage against the Cleveland-Cuyahoga County Port Authority or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted a bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as herein above disclosed to have a partnership or other financial interest with said bidder in their general business; and further that said bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing contract above referred to in the event the same is awarded to

(name of individual, partnership or corporation)

Further affiant saith not.

(Sign Here) _____

Sworn to before me and subscribed in my presence this ____ day of _____, A.D. 20__.

Notary Public

REPORTING BID RIGGING

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.