City of Gahanna
Department of Engineering
200 South Hamilton Road • Gahanna, OH 43230
614.342.4050 Phone • www.gahanna.gov

INVITATION FOR BID

2026 STREET REBUILD & WATERLINE PROGRAM
ST-1120

BID OPENING DATE: MARCH 3, 2026 AT 11:30AM, LOCAL TIME

CAP-STONE & ASSOCIATES
5715 WESTBOURNE AVE
COLUMBUS, OH 43213
614-759-9800

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NOTICE TO BIDDERS

Sealed bids will be received by the City of Gahanna, Ohio ("Owner") until 11:30 am, local time, on March 3, 2026, through the Owner's electronic bidding system for all labor, material, and services necessary for the 2026 Street Rebuild & Waterline Program, ST-1120 (the "Project"), as more fully described in the Contract Documents prepared by the City of Gahanna. Bids received after this time will not be accepted. Bids will be opened publicly and read immediately thereafter. Subject to the right of the Owner to reject any or all bids, the Owner will award contracts to the bidder(s) submitting the lowest and best bid(s).

Engineer's Estimate: $595,774.00 (Base Bid)

The Owner utilizes an online electronic bidding system through BidExpress as its sole method of bid submission for projects and contracts that are subject to competitive bidding. Bidders new to the Owner's electronic bidding system must first register on the BidExpress website (www.bidexpress.com) to create an InfoTech Digital ID which is used to digitally sign bids. Registration is free. It can take up to five (5) business days to process a digital ID and it is highly recommended that a Digital ID be enabled 48-hours in advance of submitting an electronic bid. Bidders must plan accordingly. For additional guidance regarding the owner's electronic bidding system, bidders must contact Bid Express directly.

The base bid project consists of waterline replacement, stormwater improvements, asphalt replacement, pavement markings, concrete sidewalk, curb and driveway approaches, ADA ramp replacements and other related work as more fully described in the Contract Documents prepared by the City of Gahanna, including all labor, materials, and equipment necessary to complete the project. It is anticipated that the work will commence on April 6, 2026, and be completed by September 11, 2026.

A complete set of the Contract Documents is available for examination at the office of the Director of Engineering, 200 South Hamilton Road, Gahanna, Ohio 43230 during its normal business hours without charge. Copies may be obtained through the Owner's electronic bidding system.

All bids must be accompanied by a Bid Guaranty and Contract Bond for the full amount of the bid (including all add alternates) as described in the Information and Requirements for Bidders. If State or Federal Labor Standards Provisions and State Wage Decisions are applicable to this project, it will be a part of the Contract Documents.

All bids must be accompanied by a preliminary planned schedule on proposed work and timelines involved with each phase of the project on when they plan to start, duration and complete each.

No Bidder may withdraw its bid within sixty (60) calendar days after the bid opening. The Owner reserves the right to waive irregularities in bids, to reject any or all bids, and to conduct such investigation as necessary to determine the lowest and best bidder for each contract.

Holly Boyer, PE
Senior Utilities Engineer

Advertise: February 3, and February 10, 2026

INFORMATION AND REQUIREMENTS FOR BIDDERS

Information and Requirements for Bidders Coversheet (the "Coversheet")
Each Bidder shall be responsible for submitting its Bid in accordance with the instructions in this Information and Requirements for Bidders, for the bid opening, before **11:30PM** (local time) on **March 3, 2026** (the "Bid Deadline").
The Bid shall be submitted through the Owner's electronic bidding system, as its sole method of bid submission for projects and contracts that are subject to competitive bidding. Bidders new to the Owner's electronic bidding system must first register on the BidExpress website (www.bidexpress.com) to create an InfoTech Digital ID which is used to digitally sign bids. Registration is free. It can take up to five (5) business days to process a Digital ID and it is highly recommended that a Digital ID be enabled 48 hours in advance of submitting an electronic bid. Bidders must plan accordingly. For additional guidance regarding the Owner's electronic bidding system, bidders must contact Bid Express directly. Each Bidder shall be responsible for submitting its electronic Bid as instructed by the Owner, before the Bid Deadline.
The Design Professional (referred to as the "Design Professional" or "Engineer" in the Contract Documents) is: GPD Group 1801 Watermark Dr, Suite 210 Columbus, OH 43215 614-210-0751 If no other individual is named, then the Director of Engineering shall be considered to be the Project Design Professional.
The Design Professional's Representative is: Lance Oldham, PE
The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for the **2026 Street Rebuild & Waterline Program, ST-1120.** (the "Project").
The Date for Substantial Completion is:
The total estimated construction cost for the base bid Work on the Project for which bids are being solicited at this time is: **estimate is: $595,774.00**
A complete set of the Contract Documents is available for examination, without charge, at the Office of the Director of Engineering, 200 South Hamilton Road, Gahanna, Ohio 43230 during its normal business hours. Copies may be obtained through the Owner's electronic bidding system.

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A. BIDDER'S PLEDGE AND AGREEMENT

1. Each Bidder acknowledges that this is a public project involving public funds and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. Each Bidder by submitting a bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Design Professional, (b) it will use its best efforts to cooperate with the Owner and the Design Professional and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Design Professional, and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.

B. EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS AND RELIANCE UPON TECHNICAL DATA

1. Each Bidder shall have a competent person carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors, or omissions in the Contract Documents for which it has not notified the Design Professional in writing at least seven (7) calendar days prior to the bid opening. If there are any such conflicts, inconsistencies, errors, or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment, or materials of the better quality or greater quantity of Work and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors, or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to the Design Professional.

2. Each Bidder shall have a competent person carefully and diligently inspect and examine the entire site and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including location, condition, and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder's bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any, additional compensation, or additional time on account of such conditions.

3. The Bidder may rely upon the general accuracy of any technical data included in the Project Manual (e.g., soils exploration reports, soil boring logs, site survey, or abatement reports) in preparing its bid, but such technical data are not part of the Contract Documents. Except for the limited reliance described in the preceding sentence, Bidder may not, if awarded a contract for the Work, rely upon or make any Claim against the Owner or Design Professional, or any of their agents or employees, with respect to any of the following:

    a. the completeness of such reports and drawings for Bidder's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the successful Bidder and safety precautions and programs incident thereto;

    b. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

c. any interpretation by the successful Bidder of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by the Bidder to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.

4. Each Bidder will be deemed to have actual knowledge of all information provided or discussed at the pre-bid meeting.

C. OWNER & DESIGN PROFESSIONAL

1. The Owner is:

   City of Gahanna
   Telephone: 614-342-4050
   Email: Engineering@gahanna.gov

   The Owner's Representative is **Holly Boyer, PE**

2. The Design Professional (referred to as the "Design Professional" or "Engineer" in the Contract Documents) is set forth in the Coversheet.

D. PROJECT

1. The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for the Project as identified in the Coversheet, all in accordance with the Drawings and Specifications prepared by the Design Professional. The Project will be substantially complete by the Date for Substantial Completion, identified in the Coversheet.

E. WORK

1. The Project consists of the contract(s) for work on the Project identified in the Coversheet. Individual bid package estimates are provided for the Bidder's information only.

F. ESTIMATE OF COST

1. The total estimated construction cost for the base bid Work on the Project for which bids are being solicited at this time is set forth in the Coversheet.

G. CONTRACT DOCUMENTS

1. The Contract Documents consist of the Contract Documents listed in Section 1 of the Owner-Contractor Agreement.

   a. A complete set of the Contract Documents is available for examination, without charge, at the Office of the Director of Engineering, 200 South Hamilton Road, Gahanna, Ohio 43230 during its normal business hours. Copies may be obtained through the Owner's electronic bidding system.
   b. Bidders shall use complete sets of Contract Documents in preparing bids. Neither the Owner nor the Design Professional assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
   c. The Owner or the Design Professional, in making the Contract Documents available on the above terms, does so only for the purpose of obtaining bids on the Work and does not confer a license or grant for any other use.

H. PREPARATION OF BIDS

1. All bid documents in **Appendix C** must be completed and submitted at the time of the bid opening including but not limited to a Bid Guaranty. See Section H.7 below. All bids must be submitted on the Bid Form furnished with the Contract Documents.

2. Fill in all blank spaces, in ink or typewritten, in words and figures, and in figures only where no space is provided for words: sign the Bid Form. The wording on the Bid Form shall be used without change, alteration, or addition. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected. If there is an inconsistency or conflict in the bid amount, the lowest amount shall control, whether expressed in numbers or words.

3. Bidders shall note receipt of all Addenda by signing and including as an attachment under Contractor's Qualifications Statement (Additional Material) section on Bid Express. If the Bidder fails to acknowledge receipt of each Addendum, the Bid shall be deemed non-responsive, unless the Bid amount clearly and unambiguously reflects receipt of the Addendum, or the Addendum involves only a matter of form and does not affect the price, quantity, or quality of the Work to be performed in any material manner.

   The bid opening shall be extended one (1) week if any addenda is issued within a seventy-two (72) hour period prior to the bid opening, excluding Saturdays, Sundays and legal holidays, with no further advertising of bids required unless otherwise noted in the addendum. It is the sole responsibility of the bidder to ensure that their bid is received in the proper time before the bid deadline.

4. Each Bidder shall submit their bid only through the Owner's electronic bidding system as set forth in the Coversheet. The Bid Form shall be signed with the name typed below the signature. A Bidder that is a corporation shall sign its bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract

5 The completed Bid Form shall be accompanied by the following documents: All bid documents in **Appendix C** located on Bid Express. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected.

6. The Bidder shall take the following precautions in preparing its bid:

   a. Sign the bid and check to insure all blank spaces have been filled in with requested information and the specified accompanying documents (listed in Item 5 above).

   b. When the Bid Form provides for quoting either an addition or deduction for an Alternate item, indicate whether the sum named is an addition or deduction. If it is not indicated, it will be conclusively presumed that the amount is a deduction.

   c. When the Bid Form provides for quoting a unit price, the Bidder should quote the unit price as set forth in the Bid Documents.

   d. When applicable, make sure that the Bid Guaranty is properly executed and signed by:

      1) The Bidder
      2) The Surety or Sureties

   e. The form of Bid Guaranty must be a Bid Guaranty and Contract Bond and the amount may be left blank; if an amount is inserted, it must equal the total of the base bid and all add alternates included. If an amount is inserted, the failure to state an amount equal to or greater than the total of the base bid and all add alternates that are accepted shall make the bid non-responsive.

f. Make sure that the appropriate bid package and scope of work is inserted in the correct space on the Bid Guaranty and Contract Bond Form. Failure to include work covered by the bid submitted may make the bid non-responsive.

g. Combination Bids. The Owner may provide the option of submitting a combination bid on the Bid Form.

(1) When there is an option for submitting a combination bid on the Bid Form, a Bidder desiring to submit a combination bid for two or more bid packages shall include both of the following on the Bid Form:

(a) the combination bid amount in the space provided, identifying the bid packages included in the combination bid amount; AND

(b) separate base bids for each bid package, including alternates, included in the combination bid in the places provided on the Bid Form for the individual bid packages.

NOTE: The individual cost amounts of each base bid need not total the combination bid amount.

7. ***Bonds and Guarantees***: See Section 6.01 of the Gahanna Standard General Conditions.

I. METHOD OF AWARD

1. All bids shall remain open for acceptance for sixty (60) calendar days following the day of the bid opening, but the Owner may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date. The Bid Guaranty shall be subject to forfeiture, as provided in the Ohio Revised Code, if a bid is withdrawn during the period when bids are being held.
2. The Owner reserves the right to reject any, part of any, or all bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the Owner to reject any or all bids or to reject any incomplete or irregular bid. The Owner will award a single contract for each of the bid packages listed above or one or more combined contracts for combinations of the Bid Packages, unless it determines to reject one or more bid packages. Bidders must furnish all information requested on or accompanying the Bid Form. Failure to do so may result in disqualification of the bid.
3. Determination of the Bidder Submitting the Lowest and Best Bid. Subject to the right of the Owner to reject any or all bids, the Owner will award the Contract for the Work to the Bidder submitting the lowest and best bid, taking into consideration accepted alternates. In evaluating bids, the Owner may consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices, if requested, on the Bid Form. The Owner may also consider the qualifications and experience of subcontractors and suppliers. The Owner may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Bidder and its subcontractors and suppliers. The factors the Owner may consider in determining which Bidder submitted the lowest and best bid or which Bidders submitted the lowest and best bids include the factors set forth below. The Owner, in its discretion, may consider and give such weight to these criteria as it deems appropriate. Owner reserves the right to request additional information and documentation, including but not limited to information and documentation relating to the following factors, from Bidders after the bid opening.

a. The Bidder's work history. The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the applicable Contract Documents, and the Bidder's claims history. If the Bidder's management operates or has operated another construction company, the Owner may consider the work history of that company in determining whether the Bidder submitted the lowest and best bid.

   The Owner may consider the Bidder's prior experience on other projects with the Owner and Design Professional, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and will also consider its ability to work with the Owner and Design Professional as a willing, cooperative, and successful team member.

   The Bidder authorizes the Owner and its representatives to contact the owners and design professionals (and construction managers, if applicable) on projects on which the Bidder has worked and authorizes and requests such owners and design professionals (and construction managers) to provide the Owner with a candid evaluation of the Bidder's performance. By submitting its bid, the Bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or design professionals (or construction managers) or the employees of any of them as a result of or related to such candid evaluation, the Bidder will indemnify and hold harmless such owners, design professionals (and construction managers) and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners, design professionals (and construction managers), and the employees of each of them.

b. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety.

c. The Bidder's prior experience with similar work on comparable or more complex projects.

d. The Bidder's prior history for the successful and timely completion of projects, including the Bidder's history of filing and having claims filed against it.

e. The Bidder's equipment and facilities.

f. The preliminary or proposed schedule provided with the bid documents.

g The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time.

h. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws.

i. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.

j. The Bidder's participation in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code.

k. The Owner's prior experience with the Bidder's surety.

l. The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for bidders.

m. The Bidder's ability to self-perform the work on the Project with the Bidder's own forces.

n. Depending upon the type of the work, other essential factors, as the Owner may determine and as are included in the Specifications.

o. Any and all OSHA citations within the previous three years, together with the Bidder's description and explanation of remediation or other steps taken regarding such citations and notices of citations.

p. Any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, gender, or national origin and/or violation of any employee's civil or labor rights or equal employment opportunities.

q. Any litigation in which the Bidder has been named as a defendant or third-party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years.

r. Any violations of the prevailing wage law and any other state or federal labor law, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies or unfair labor practices within the past five years.

s. Violations of the workers compensation law.

t. Any criminal convictions or criminal indictments, involving the Bidder, its officers, directors, owners, and/or managers within the past five years.

u. Any violation within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.

v. Documentation that the Bidder provides health insurance and pension benefits to its employees.

w. Whether the Bidder has adopted and implemented a comprehensive drug and alcohol testing program for its employees.

x. Whether the Bidder's employees are OSHA-10 hour and/or OSHA-30-hour safety certified.

y. Submitted estimated timeline showing milestones, start and complete dates

z. List of project managers, foreman, safety coordinators and crew members to perform work and assigned to this program to include previous years of experience for each, certifications in asphalt, flatwork, concrete and other related fields.

aa. Methodology on how to maintain pedestrian and ADA access to residents' homes during construction.

bb. Submission of EPD's (Environmental Product Declarations) for materials used for project.

cc. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.

4. Within three (3) business days after the Owner's identification of the apparent lowest and best bidder, if requested, the apparent lowest and best bidder will complete and submit to the Design Professional a completed Contractor's Qualification Statement (using the form included in the Project Manual), and thereafter will provide the Design Professional with such additional information as the Design Professional may request regarding the Bidder's qualifications. Additionally, upon request from the Design Professional, any other Bidder will promptly complete and submit to the Design Professional a completed Contractor's Qualification Statement and thereafter will provide the Design Professional with such additional information as the Design Professional may request regarding the Bidder's qualifications. A Bidder will submit any requested information within three (3) business days of the date of the request.

5. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not the lowest and best bidder.

6. By submitting its bid, the Bidder agrees that the Owner's determination of which bidder is the lowest and best bidder shall be final and conclusive, and that if the Bidder or any person or association on its behalf challenges such determination in any legal proceeding, the Bidder shall indemnify and hold the Owner and its employees and agents harmless from any claims included in or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the Owner, its employees, or agents that arise out of or are related to such challenge.

7. Within three (3) business days of receipt of the bids or such longer time as may be permitted in writing by the Design Professional, the apparent low Bidder will submit a list of all proposed Subcontractors and Suppliers. After approval by the Owner and Design Professional of the list of proposed Subcontractors, Suppliers, and manufactures submitted by the successful Bidder, the list shall not be changed unless written approval of the change is authorized by the Owner and Design Professional.

8. Affidavit as to Personal Property Taxes. Each successful Bidder shall submit, prior to the time of the entry into the Contract, an affidavit in the form required by Section 5719.042, Ohio Revised Code, regarding the status of the Bidder's personal property taxes. A copy of the affidavit form is included with the Contract Documents.

9. No Bidder may withdraw its bid within sixty (60) calendar days after the date bids are opened. The Owner reserves the right to waive any formalities or irregularities or to reject any or all bids.

10. The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

11. Award of Contract. The award of the Contract, when required, will only be made pursuant to a duly adopted resolution of the Owner.

J. EXECUTION OF CONTRACT

Within ten (10) business days after award of the Contract, the successful Bidder shall execute and deliver to the Design Professional the required number of copies of the Owner-Contractor Agreement, in the form included in the Contract Documents, and all accompanying documents requested, including, but not limited to, a Contract Bond (if applicable), insurance certificates,

and a valid Workers' Compensation Certificate. The award of Contract notwithstanding, the successful Bidder shall have no property interest or rights under the Owner-Contractor Agreement until such time as the Owner-Contractor Agreement is executed by the successful bidder and the Owner.

K. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

1. Certain brands of material or apparatus may be specified. Each bid will be based on these brands, which may be referred to in the Contract Documents as Standards. The use of another brand (referred to as a substitution or proposed equal in the Contract Documents, when a bidder or the contractor seeks to have a different brand of material or apparatus than that specified approved by the Owner for use in the Project) may be requested as provided herein. Substitutions, however, will not be considered in determining the lowest and best bid.

2. The products specified in the Contract Documents establish a standard of required function, dimension, appearance, and quality.

3. Bidders wishing to obtain approval to bid non-specified products shall submit written requests to the Design Professional a minimum of ten (10) business days before the bid date and hour. To facilitate the submission of requests, the Bidder shall submit a form that includes the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution, including the name of the proposed manufacturer and/or product and a complete description of the proposed product including manufacturer's name and model number or system proposed, drawings, product literature, performance and test data, color selections or limitations, and any other information necessary for evaluation. Include a statement including any changes in other materials, equipment, or other work that would be required if the proposed product is incorporated in the materials, equipment, or other work that would be required if the proposed product is incorporated in the work. The burden of proof of the merit of the proposed product is on the proposer. The Design Professional's decision on approval of a proposed product will be final.

   The following will be cause for rejection of a proposed substitution:

   a. Requests submitted by subcontractors, material suppliers, and individuals other than Bidders;

   b. Requests submitted without adequate documentation;

   c. Requests received after the specified cut-off date.

4. When the Design Professional approves a product submission before receipt of bids, the approval will be included in an Addendum, and Bidders may include the pricing of this product in their bid. Bidders shall not rely on approvals made in any other manner.

5. In proposing a non-specified product or a substitution, the Bidder represents and warrants that each proposed product will not result in any changes to the Project, including changes to the Work of other contractors, or any decrease in the performance of any equipment or systems to be installed in the Project and agrees to pay any additional costs incurred by the Owner and the Owner's consultants as a result of a non-specified or substitute product that is accepted.

6. Following the award of the Contract, there shall be no substitutions for specified products, except pursuant to a Change Order. The Owner in its sole discretion may decline to consider a substitution for a Change Order.

L. ALTERNATES

1. The Owner may request bids on alternates. If the Owner requests bids on alternates, the Bidder should include the cost of the alternates requested on its Bid Form.
2. At the time of awarding the contract, the Owner will select or reject alternates as it determines is in its best interest. A Bidder's failure to include on its Bid Form the cost of an alternate selected by the Owner and applicable to the Bidder's work shall render the bid non-responsive and be grounds for the rejection of the bid. Otherwise, the failure to include the cost of an alternate will not be deemed material.
3. The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the Owner may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility to build the Project with the funds available. The Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the Owner will not make a decision about the alternates on which to base the award of contracts until the bids are received, and the Owner can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands that the award to the Bidder submitting the lowest and best bid will be based on the lowest base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid.
4. If, during the progress of the Work, the Owner desires to reinstate any alternate not included in the Contract, the Owner reserves the right to reinstate the alternate at the price bid by the Contractor provided that such action is taken in sufficient time so as not to delay the progress of the work or cause the Contractor additional expense.

M. UNIT PRICES: See Section 13.03 of the Gahanna Standard General Conditions.

N. ADDENDA

1. The Owner reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids. Addenda may be issued to clarify bidders' questions and/or to change, alter, or supplement the Contract Documents.
2. Any explanation, interpretation, correction, or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall NOT be legally binding. All Addenda shall become a part of the Contract Documents.
3. Bidders shall submit written questions to the Design Professional in sufficient time in advance of the bid opening to allow sufficient time for the Design Professional to respond. The Owner—after consultation with the Design Professional—shall in its sole discretion determine whether or not an Addendum will be issued. All Addenda will be issued, except as hereafter provided, through the Owner's electronic bidding system to all bidding plan holders, at least seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays. If any Addendum is issued within such seventy-two (72) hour period, then the time for opening of bids shall be extended one (1) week with no further advertising of bids required unless otherwise noted in the Addendum
4. Copies of each Addendum will be sent only to the Bidders to whom Contract Documents have been issued and to Plan Rooms where copies of the Contract Documents are maintained.

Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should contact the Design Professional prior to the bid opening to verify the number of Addenda issued.

5. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the Design Professional any error, omission, inconsistency, or ambiguity therein.

6. If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the Design Professional on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:

   a. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or

   b. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

O. INTERPRETATION

1. If a Bidder contemplating submitting a bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, it may submit a written request for an interpretation thereof to the Design Professional a minimum of five (5) business days prior to the Bid opening date. Any interpretation of the proposed documents will be made by Addendum only, duly signed by the Design Professional, and a copy of such Addendum will be delivered to each Bidder receiving a set of Contract Documents or that has asked to be added to the plan holders list. Addenda and clarifications will be sent via email, unless a different delivery method is requested. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.

2. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with the well-known meaning recognized by the trade.

3. Bidders are responsible for notifying the Design Professional in a timely manner of any ambiguities, inconsistencies, errors, or omissions in the Contract Documents. The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request was made by the Bidder prior to the bid opening.

P. STATE SALES AND USE TAXES

1. The Owner is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials that the successful Bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Bidder provides a properly completed Ohio Department of Taxation Construction Contract Exemption Certificate to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates on request.

Q. DATE FOR SUBSTANTIAL COMPLETION/LIQUIDATED DAMAGES

1. Date for Substantial Completion. Each successful Bidder shall have its Work on the Project Substantially Complete (as Substantial Completion is defined in the Contract Documents) by the Date of Substantial Completion set forth in the Coversheet, or within the Contract Time, as applicable to the Bidder's scope of work. The Contract Time shall run from the date of the Notice to Proceed or if there is no Notice to Proceed from the Effective Date of the Owner- Contractor Agreement. The Date for Substantial Completion Date and the Contract Time may be extended only by Change Order, by other Modification, or by a Claim that is Finally Resolved. By submitting its Bid, each Bidder agrees that the period for performing its Work is reasonable.
2. Liquidated Damages. If the successful Bidder does not have its Work Substantially Complete by its Date for Substantial Completion and/or Finally Complete within forty-five (45) calendar days of achieving Substantial Completion, whichever may be applicable, the successful Bidder shall pay the Owner and the Owner may set off from amounts otherwise due the successful Bidder Liquidated Damages. The daily amounts of Liquidated Damages are set forth in the tables included in the Owner-Contractor Agreement. The total amounts of Liquidated Damages will be calculated based on the total number of calendar days beyond the Date for Substantial Completion that the Bidder's Work is not Substantially Complete and/or to the extent that its Work is not Finally Complete more than forty-five (45) calendar days after the Substantial Completion of its Work, i.e., number of late days times the per diem rate(s) for Liquidated Damages in the tables. In addition to such Liquidated Damages, the Bidder shall indemnify, defend, and hold the Owner and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred as a result of such claims, including but not limited to attorneys' and consultants' fees and expenses, that arise out of or are related to the Bidder's failure to Substantially Complete its Work by its Date for Substantial Completion. The Bidder's obligations under this Section are joint and several.
3. The Bidder acknowledges and agrees, by submitting its bid for the Work and entering into a Contract with the Owner, that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Bidder's Work is not Substantially Complete by its Date for Substantial Completion and/or not Finally Complete by forty-five (45) calendar days of the Date of Substantial Completion. The Bidder further acknowledges, agrees and understands that it may seek an extension of the Contract Time (and its Date for Substantial Completion) to avoid or reduce Liquidated Damages by properly following the Claim procedures in the Contract Documents.

R. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

1. The Owner reserves the right to waive any and all irregularities provided that the defects and irregularities do not affect the amount of the bid in any material respect or otherwise give the Bidder a competitive advantage.

S. MODIFICATION/WITHDRAWAL OF BIDS

1. 1. Modification. A Bidder may modify its bid by written communication to the Owner addressed to the Owner's Representative at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by Owner's Representative prior to the bid deadline. The written communication shall not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If the Bidder's written

instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.

2. Withdrawal Prior to Bid Deadline. A Bidder may withdraw its bid at any time for any reason prior to the bid deadline for the opening of bids established in the Legal Notice. The request to withdraw shall be made in writing to and received by the Owner's Representative prior to the time of the bid opening.

3. Withdrawal after Bid Deadline.

   a. All bids shall remain valid and open for acceptance for a period of at least sixty (60) calendar days after the bid opening; provided, however, that a Bidder may withdraw its bid from consideration after the bid deadline when all of the following apply:

      (1) the price bid was substantially lower than the other bids;

      (2) the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;

      (3) the bid was submitted in good faith; and

      (4) the Bidder provides written notice to the Owner, to the attention of the Owner's Representative, within two (2) business days after the bid opening for which the right to withdraw is claimed.

   b. No bid may be withdrawn under this provision if the result would be the awarding of the contract on another bid for the bid package from which the Bidder is withdrawing its bid to the same Bidder.

   c. If a bid is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner to be the lowest and best bidder or the Owner may reject all bids and advertise for other bids. In the event the Owner advertises for other bids, the withdrawing Bidder shall pay the costs incurred in connection with the rebidding by the Owner, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

T. COMPLIANCE WITH APPLICABLE LAWS

1. By submitting a bid for Work on the Project, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

   a. Equal Employment Opportunity/Nondiscrimination. The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.

b. Ethics Laws. The Bidder represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

U. FINDINGS FOR RECOVERY

1. By submitting its bid, each Bidder certifies for reliance of the Owner that it has no unresolved finding for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by Section 9.24 (F) of the Ohio Revised Code.

V. PREVAILING WAGES

1. For "Construction" projects as defined in Section 4115.03 of the Ohio Revised Code, the successful Bidder and all of its subcontractors, regardless of tier, will strictly comply with its obligation to pay a rate of wages on the Project not less than the rate of wages fixed for this Project under Section 4115.04 of the Ohio Revised Code. Additionally, for such "Construction Projects," the successful Bidder will comply with all other provisions of Chapter 4115 of the Ohio Revised Code. Where Federal prevailing wage rates apply the successful Bidder and all of its subcontractors, regardless of tier, will strictly comply with its obligation to pay a rate of wages on the Project not less than the rate of wages fixed for this Project under the applicable Federal law. See **Appendix B**.

W. FEDERAL FUNDING

1. If the Project is subject to terms as a result of federal funding, it will be indicated in the Contract Documents.

X. OHIO PUBLIC WORKS COMMISSION FUNDING

1. For projects funded in whole or in part by the Ohio Public Works Commission, the State *of Ohio Equal Employment Opportunity Requirements and Bid Conditions for OPWC-Assisted Construction Projects* shall apply and Bidders must conform to its requirements, including but not limited to furnishing the required certifications with Bidder's bid. These requirements are included in the bid documents.

APPENDIX A

SUPPLEMENTARY SPECIFICATIONS

2026 STREET, SIDEWALK & UTILITY PROGRAM, ST-1120
SUPPLEMENTAL SPECIFICATIONS

PROPOSAL - No extra compensation will be paid to the contractor by reason of compliance with any of the requirements indicated in the specifications, but payment shall be deemed to be included among the several items, as bid upon, unless otherwise specifically provided. These specifications are to work in conjunction with City of Gahanna Standard Project Notes. Contractor can find this information on the City of Gahanna website or by request to the Department of Engineering.

COMPLETION DATE – The work under this contract shall be completed in a manner acceptable to the City on or before the date listed in the Notice to Bidders unless an extension of time is granted in writing by the Director of Engineering.

REFERENCE SPECIFICATIONS – The requirements of the City of Gahanna, together with the "Construction and Material Specifications, City of Columbus, Ohio" including all supplements thereto in force on the date of the contract, shall govern all materials and workmanship involved in the improvements, except as such specifications are modified herein.

CONSTRUCTION LIMITS – The construction limits may vary depending on item performed. Under no circumstance will the street limits dictate the limits of sidewalk, waterline, or curb work. Contractor is responsible for reviewing any associated plans, maps, and marked areas or similar and adhering to the specified limits.

ITEM 203 EXCAVATION – This item shall include the removal of existing pavement, expansion joints, additional subgrade, abandoned gas piping, and curbs as identified by the Engineer, and any other miscellaneous excavation necessary for the project. Disposal of excavated materials shall be the responsibility of the Contractor.

Also included under this item shall be subgrade fine grading and compaction and any saw cutting necessary between remaining sections and the sections to be removed. Notifications to residents by contractor per schedule provided by the City. Payment for this item will be made at the contract lump sum price.

ITEM 254 PLANING – In accordance with the City of Columbus Construction and Material Specifications. Prior to asphalt concrete placement, all loose material shall be removed and disposed of by the Contractor. The edges of the remaining asphalt concrete shall be painted with RS-1, or an approved equal tack coat.

Planing can be made to a minimum width of 3ft.

With the exception of streets with Water-Bound Macadam base where a minimum of ½" of asphalt is to remain, the procedure for ***Planing*** shall be to plane the existing asphalt surface down to an existing sub-surface layer. 1.5" planing the sub-surface layer would be the intermediate asphalt course, 3" planing the sub-surface layer would be the concrete surface and full depth would be to the complete removal of all asphalt layer(s) and concrete layer(s). Items with spot repair will reference planing and replacement of the next sub-layer below., such as a 1.5" planing with 3" planing spot repair and 3" planing with concrete layer repair. Payment for this item will be made at the contract unit price per square yard per category type.

<u>Known water-bound macadam base streets:</u> None

Butt joints are to be full width at a depth beginning at 2" deep saw cut and be level to adjacent existing asphalt surface. This item shall be included with the unit price bid for ITEM 254 Planing. No separate payment will be made for Butt Joints.

All planed surfaces shall be overlaid within 7 calendar days of planing completion. After the existing surface is planed, "BUMP" signs shall be provided until the surface is overlaid to provide notification of an uneven surface. All areas are to be swept after paving and any loose debris/soil/construction spoils removed from the work zones and adjacent zones that were affected by the construction project.

ITEM 410 TRAFFIC COMPACTED SURFACE – This item has been included for use in aiding ingress/egress during the construction activities, Traffic Maintenance, and to achieve proper subgrade densities, as directed and approved by the Engineer. Payment for this item will be made at the contract unit price per cubic yard.

ITEM 412 RECLAMITE ASPHALT REJUVINATING AGENT – During the application, Contractor will take precautions not to reduce reflectivity of existing pavement markings. Existing pavement marking will be protected or cleaned to renew reflectivity as acceptable by the Engineer, if not marked for replacement.

ITEM 421 and 423 MICRO SURFACING & CRACK SEAL – City shall be notified and be provided a schedule 10 business days prior to any work occurring for approval. Work scheduling will plan to stop application and provide proper curing time for streets to be re-opened at 4:00PM daily, unless previous authorization has been given from the City Engineer. Crack seal shall be Type I or Type II, in accordance with the City of Columbus Construction and Material Specifications. All areas are to be clean, dirt and debris to be removed, and apply trackless tack coat layer to provide proper adhesion to existing asphalt. Heaving or raised street joints above 1" are to be milled down flush prior to application. Old striping will be removed and City will be given 3 business days' notice prior to removal of any street markings. Signs notifying resident of work occurring and restricted dates and times of street parking must be posted at least 3 business days prior to work occurring. Areas of application shall be periodically checked and remain closed to ensure proper drying time has occurred before opening to all traffic. All areas will be checked for proper adhesion/cure and the City will be notified if extended curing time is needed prior to opening of any street making it available to all traffic. Once product has completely cured, all areas are to be swept to remove any loose or remaining spoils. Payment will be made at the contract unit price per square yard.

Seam Sealing areas will include any new asphalt to old asphalt transition, centerline seam and edge seam at curb and gutter after new pavement has been placed in a clean and straight manner. Payment will be made at the contract unit price per linear foot.

ITEM 448 ASPHALT CONCRETE – During the installation of the Item 448 intermediate and surface asphalt courses, the Contractor must be able to obtain compaction test results that are a minimum of 96% of the Maximum Theoretical Density. Prior to the start of production, the asphalt supplier shall submit the JMF (Job Mix Formula) proposed for each mix, including the Maximum Theoretical Density values.

During construction, the Contractor shall utilize nuclear gauges to continually test the density of the asphalt as it is being installed to ensure that the compaction of the asphalt falls within these ranges. The Contractor shall be responsible for ensuring that proper rolling equipment is utilized to produce the densities specified. In the event the equipment is not capable of producing the densities specified, the placed material shall be removed and replaced at the Contractor's expense. These requirements are in addition to the other requirements contained within the Columbus Construction and Materials Specifications. Contractor is also required to bring any defects, base issues, and possible resolutions to the City's attention during construction and allow the City to decide on best course of action prior to continuation of construction.

All pavement seams and joints shall be crack sealed.

Payment for Item 448 intermediate and surface courses shall be made at the contract unit bid price per cubic yard according to thickness as specified in the proposal.

Patching is intended to allow for 1-1/2" of asphalt to be placed on top of the milled surface to ensure the transition from the curb ramp to the pavement is compliant, as defined by the Engineer. Payment for this item will be made at the contract unit price per square yard.

Stress Absorbing or Multi Seal Membrane Layers – During installation of the Item 448 intermediate and surface asphalt courses and/or Micro Surfacing, and as requested by the City of Gahanna, Contractor shall install the respective type of membrane on selected streets. If Contractor notices defect(s) in which such membrane would remedy the situation, Contractor should notify City during construction and allow the City to decide on best course of action prior to continuation of construction. Payment for this item will be made at the contract unit price per square yard.

ITEM 604 INLET REPAIR AND PARGE – Partial repair inlets will consist of repairs from the top of the inlet down 24 inches from the surface. Full repair inlets will consist of repairs from the top of the inlet to the bottom of the inlet. All inlets will include debris removal and parging inlet and around pipe structures. Payment for all items will be included for each partial and full inlet repair per unit price.

ITEM 608 CONCRETE WALK – This work shall include the construction of new sidewalks to the lines, grades, and cross sections required to meet the requirements of ADA and City of Columbus Standard Drawings 2300, where identified in the proposal, shown on the plans, or directed by the Engineer. Concrete walks shall be 4" in thickness and increased to 6" through residential driveways and adjacent panels, and 8" through commercial driveways and adjacent panels. On rebuild streets, new sidewalks 5' wide will be installed to PROWAG standards. On overlay streets, sidewalk repairs are to match existing sidewalk widths and meet ADA requirements.

Sidewalks shall be constructed with a 3/16" per foot (1.56%) cross slope unless approved by the Engineer. The sidewalk is to be installed in such a manner as to meet the existing drives, in an effort to minimize changes to existing driveways. Cutlines on private driveways will be at the edge of sidewalk. If additional cutting into private property is necessary, Contractor is to obtain written consent from the owner and submit a copy to Engineering for approval prior to performing the cut. Any cut into private property without consent of the owner and approval of the City will be at contractors' sole responsibility to resolve at no cost to the City of Gahanna. This item shall include all excavation, removal and installation of existing sidewalk, drive cutbacks and curb ramps as directed by the project plans or the Engineer including backfill, topsoil, seeding, and disposal of surplus excavation.

Included under this item shall be the adjustment to grade of any valve boxes, manholes, or misc. appurtenances encountered during sidewalk construction. The Contractor will make every effort to work around these items to make sure they are not damaged or misaligned during construction. If a valve box is removed/damaged due to construction, it is the contractor's responsibility to excavate and relocate the proper placement location and reinstall a working unit.

Prior to placement of concrete, the Contractor shall furnish and install expansion material around all existing appurtenances and sidewalks as required by the Engineer. No expansion joint will be above the finished surface level of the ADA compliant surface or create gaps between panels. Existing sidewalk panels with rough edges shall be saw cut straight and smooth to allow for proper expansion material placement between existing surface and new concrete.

Unless otherwise directed by the City Engineer, finish on concrete surface will have tooled edges along turf areas and saw cut construction joint(s) between sidewalk panel(s).

All flatwork finishes shall be proper and neat in appearance, free of defects and hazards, and uniform to align with adjacent sidewalk as directed by the plans or Engineer.

Contractor to follow notifications to resident schedule dictated by the City unless approved by Director of Engineering. Payment for this item will be made at the contract unit price per square foot.

ITEM 608 CURB RAMPS (ADA COMPLIANT RECONFIGURATION) – This work shall include the removal and construction of new concrete curb ramps, including the landing pad and transition panels, at locations specified in the construction documents or as identified by the Engineer. Any concrete curb ramp damaged by the Contractor during construction operations shall be replaced at no additional cost and will be incidental to other work being performed.

Also included under this item shall be the removal and replacement of any stop signs, street name signs, 125 square feet of sidewalk (exclusive of the ramp itself), 12 linear feet of curb and gutter necessary due to the reconfiguration of the curb ramps for ADA compliance, and any intermediate and finish asphalt patching required in the street due to ramp installation for ADA compliance.

Removal of existing curb ramps shall be in accordance with CMSC Item 202. All materials for replacement of curb ramps shall be in accordance with CMSC Item 608. Replacement of concrete curb ramps shall meet the requirements of CMSC Item 608, the Public Right-of-Way Accessibility Guidelines (PROWAG), and specifications identified herein.

Curb ramps shall be constructed to the lines, grades, slopes, and cross sections required to meet ADA compliance. Curb ramps shall conform to the City of Columbus Standard Drawings *2319 Type C,* except as modified herein, or otherwise as mutually agreed upon by the Engineer of Record and the City or its authorized agents, or as directed by the Engineer. All ramps shall have Type E detectable warnings (Armor Tile panels or approved equal) in accordance with City of Columbus Supplemental Specification 712.14, 1551.01, 1551.02, 1551.03, and 1551.04. The cost of the detectable warnings shall be included in the bid price of the ramp.

Care shall be taken to prevent disturbing the existing pavement. All disturbed pavement shall be repaired with no less than 6" of Columbus Item 448 Type II PG 64-22 asphalt and 6" of Columbus Item 448 Type 1 PG 64-22 within 10 business days of curb placement at the Contractor's expense.

Completed curb ramps not meeting ADA requirements shall be reconstructed at the Contractor's expense. If the specifications herein are not met, the Contractor must repair to specification at no additional charge within 72 hours of discovery.

This item shall include adjustment to grade of any valve boxes, manholes, or miscellaneous appurtenances encountered during sidewalk construction; all excavation; removal of existing sidewalk, curb ramps, and curb and gutter as directed by the project plans or Engineer; concrete cutting/sawing; base course material; expansion joint materials; ramp; detectable warnings; flares; backfill; topsoil; seeding and mulching; disposal of surplus excavation, trash, and debris; and any incidentals required to complete the removal and replacement as specified. All disposal is to be completed weekly and will be inspected prior to the weekend. Payment for this item shall be made at the unit bid price per ramp.

ITEM 608 CURB RAMPS (TRUNCATED DOME REPLACEMENT) – Curb ramps shall be constructed to the lines, grades, slopes, and cross sections required to meet ADA compliance. Curb ramps shall conform to the City of Columbus Standard Drawings *2319 Type C,* except as modified herein or as directed by the Engineer. All ramps shall have Type E detectable warnings (Armor Tile panels or approved equal) in accordance with City of Columbus Supplemental Specification 1551.01, 1551.02, 1551.03, and 1551.04. The cost of the detectable warnings shall be included in the bid price of the ramp. Completed curb ramps not meeting ADA requirements shall be reconstructed at the Contractor's expense.

This item shall include all excavation and removal of curb ramp truncated domes as directed by the project plans or the Engineer, backfill, seeding and mulching, and disposal of surplus excavation.

Payment for this item shall be made at the unit bid price per ramp. This includes the truncated dome, and all appurtenances required for the replacement, which shall include but not be limited to flared sides, ramp removal and replacement, excavation, restoration, and rolled edges.

ITEM 609 CURB REPLACEMENT – This work shall include the removal and the replacement of combination curb and gutter necessary for the construction of compliant curb ramps or replacement of deteriorated combination curb and gutter sections as identified and marked by the Engineer. Sections of curb to be replaced are to be a minimum length of 5 feet. Areas that pose a hazard will need to be barricaded off while work is not being performed.

Combination curb and gutter shall be installed per plan, or to the original lines, grades, and cross sections, or, when near curb ramps, to the lines, grades, and cross sections required to meet ADA requirements for compliant curb ramps or as directed by the Engineer. Contractor is responsible to check with the City on each street's new curb type prior to starting, as part of the reduction of mountable curbs throughout the City. All existing curb stamps shall be reinstalled in replacement curb sections. When removing curbing across driveway openings, removal must be all at the same time and steel plate(s) (minimum 8' wide) will be provided to maintain resident access during replacement.

This item shall include all excavation; backfill; grading; vegetation removal; seeding and mulching; watering; disposal of surplus excavation, trash, debris, and removed curb and gutter; furnishing and installing joint materials; restoration of any damaged private utilities or property including but not limited to irrigation, invisible dog fences, and mailboxes; and any asphalt patching.

The joint separating the gutter from the street is required to be saw cut in areas where the concrete extends into the area to be paved. Also included in this item are any saw cuts necessary to provide a neat joint at the removal limits, per plan or as marked by the Engineer. Roof drain openings, pipe, and connections shall be provided through the curbs at the minimum of one per each side of driveway and for all existing drain lines and prior existing openings not yet used. Roof drains placed for future resident use will have expansion material covering back of curb to prevent soil loss and/or erosion. All new or replaced roof drain lines will be flushed and free of debris, defects, and leaks and provide positive drainage. The cost for providing these openings, and extending all existing drain lines through these openings, shall be included in this item.

Contractor will temporarily remove and reinstall any mailboxes necessary for curb replacement work. While permanent mailboxes are removed, Contractor will install temporary mailboxes on construction barrels for residents to receive their mail. Any mailbox or mailbox post damaged during construction shall be replaced by the Contractor, unless previously approved by the Engineer. If a new post is provided, Contractor will install new post as part of the reinstallation. This service will be included in the contract unit price.

Contractor must camera and submit video to the City of all stormwater structures and lines in the construction area both pre- and post-construction on rebuild streets to verify no changes have occurred.

When continuous sections of curb to be replaced exceed 50' in length, the provisions of Item 623 Construction Layout Stakes shall apply. Contractor will not extend length of curbing replacements beyond bid quantities without City prior approval. Contractor will notify City of any additional length quantities and price adjustments prior to proceeding. Contractor may choose to perform slip curb installation in place of spot curb replacement at no additional charge if contractor deems it to be of cost savings method.

All curb replacements, including punch list items, shall be completed before asphalt paving replacement.

Payment for this item will be made at the contract unit price per lineal foot of curb replaced.

ITEM 614 MAINTAINING TRAFFIC

Contractor to give Residents notification 10 business days prior to start as directed by the City.

One lane, two-way traffic shall be maintained at all times, except for the following Restricted Street(s) listed below. Traffic restrictions on the following streets shall be limited to the hours between 9AM and 3PM, Monday through Friday: streets within 300 yards of a school, any streets listed in the following "Construction Restrictions," any streets as dictated by the City Engineer, and Arterials and Collectors. All traffic control devices,

including lights, signs, and barricades, shall be constructed, erected, and maintained in accordance with the "Ohio Manual of Uniform Traffic Control Devices." Contractor will work with other local services to insure they have access to perform their duties, including but not limited to mail delivery, trash services, school bus services, etc.

Construction Restrictions: NONE

Contractor shall perform and finish ALL work relative to sidewalks before performing work in the adjacent roadway. Performing sidewalk work first provides access for the adjacent properties and their residents while the roadway is under construction. Contractor must provide proper ADA access to each resident while their sidewalk or driveway approach is being repaired/replaced.

Heil Drive, Laura Drive, and Rocky Fork Drive North can be closed to traffic in phases as required for full removal and reconstruction of the road. The next phase of a rebuild cannot start until driveway access is permitted for the previous phase and a continuous pedestrian accommodation is made through the zone. All measures should be taken to maintain access to adjacent cul-de-sac's, through phase work, if possible.

Once the road is fully closed, the construction of the new road shall be continuous so that the roadway can be opened as soon as possible to residents. Closure time shall be kept to a minimum and no longer than 15 business days per phase. Any exception shall be subject to approval in advance by the Engineer. The Contractor is responsible for notifying the Engineer or authorized agent and property owners affected by the road rebuilds, resurfacings, sidewalk repairs/replacements, and crack seal/slurry seal/micro surface 10 business days and again at 3 business days in advance of the start of construction or return to construction, if a stop of work occurs more than 5 business days. Any associated "No Parking" signs shall be posted a minimum of 3 business days in advance. "No Parking" signs to include, at a minimum, dates and times of parking restrictions. All MOT, notification, and restriction signs will be maintained by the contractor throughout the duration of construction to include any new postings, replacements needed, and relocation of sign or message boards as requested by the City of Gahanna. To minimize disruption to the residents, the City will provide a minimum of two (2) wagons per section of rebuild for the entire duration of the road closure.

Maintenance of Traffic: All road closure schedules shall be provided by the Contractor at the preconstruction conference and approved by the City prior to construction. Any changes to the schedule shall result in a re-review and approval of the schedule. Performance of minor work such as survey work, sidewalk replacement/repairs, curb replacement, curb ramps, sidewalks, and similar may occur outside of the approved road closure schedule. Pedestrian access must be maintained on one side of the street at all times with proper signage and pedestrian traffic controls measures put in place during sidewalk replacements and repairs. Utility replacement must occur prior to any roadway or sidewalk work. Sidewalk replacement must be completed prior to roadway work beginning.

Shutdown Dates: Work cannot be performed during City Events, Holidays and Holiday weekends. A list of events is available as part of the Supplemental Specifications. Flint Ridge Drive and Olde Ridenour Road shall be open to traffic during the Creekside Blues and Jazz Festival and Independence Day celebration. Weekend work will not be permitted unless approved by the Engineer 3 business days in advance. Noise and hours of work may be restricted if approved.

Streets near schools should be scheduled during the summer break times to reduce any pedestrian conflicts. Streets within school areas are subject to a May 28th start restriction as dictated by the City Engineer.

A work zone maintenance of traffic plan shall be submitted to the Engineer at the preconstruction conference if differing from the plans. All pedestrian traffic must be maintained at all times with temporary signage, crosswalks, and markings to clearly route pedestrians around work zones. Contractor to provide continuous and safe pedestrian traffic routes, signage, notifications, and access to residents. Only one side of a street's sidewalks may be worked on at a time to allow pedestrians access and use of safe walking areas during construction.

If maintenance of traffic is not included in the approved plans, the contractor shall devise a maintenance of traffic scheme which shall be sealed by a professional engineer registered in the State of Ohio and presented and approved by the City of Gahanna at least 15 business days prior to implementation. The maintenance of traffic scheme shall present, in general, the method for conducting the required work in a safe and efficient manner.

Detailed maintenance of traffic plans shall include, but are not limited to, the following components:

- Plan view at an appropriate scale showing:
    - Work area
    - Begin / end stationing of lane width tapers, lane shifts, etc.
    - Location of advance warning and work zone signs, drums, arrow boards, message boards, and/or flaggers
    - References to applicable standard construction drawings
    - Dates and hours of operation

The cost of all lights, signs, barricades, temporary pavement markings, law enforcement officers and watchmen necessary to maintain the aforementioned condition(s) shall be included in the price bid for Item 614 Maintenance of Traffic.

The contractor shall notify the Engineer, the local Fire Department, and the Gahanna Police Department 5 business days prior to said closings and any associated detours and shall make provisions for access to the roadway should an emergency require access by either the fire or police department. A quantity of ***Item 410 Traffic Compacted Surface*** has been included for use in providing and maintaining traffic. The use of this item shall be subject to approval by the Engineer.

After placement of the concrete/roller compacted concrete base, the road shall be opened to traffic within 72 hours. In addition, once the concrete/roller compacted concrete base has been placed, the intermediate and surface courses shall be completed within 7 calendar days.

ITEM 623 CONSTRUCTION LAYOUT STAKES – The Contractor shall provide all staking required to reconstruct streets per plan or on present alignment and profile if no plans are provided in accordance with the supplied sections within the Appendix, as defined herein, or as directed by the Engineer. All staking shall be completed under the field supervision of a Registered Professional Surveyor. Contractor will submit with their bid package the Registered Professional Surveyor name, State of Ohio professional registration number and company employed by for the City to review. A baseline shall be established at 25-foot stations along each side of the existing curbs to establish horizontal alignment. Elevations of existing profile grade shall be obtained at the 25-foot stations and at curb inlets so that the road can be replaced on plan alignment and profile. Survey work must also check to see if any adjustments to street profiles need to be made to maintain compliant driveway approaches, new sidewalk, and curbing within accepted limits allowed per specifications. The existing and proposed grades shall be submitted to the Engineer two weeks prior to the start of construction for approval. Payment for this work shall be made at the contract lump sum price.

ITEM 624 MOBILIZATION - To avoid any impacts of work related to the City of Gahanna Sidewalk Maintenance Program or other CIP programs, the construction work on project roadways will need to be coordinated if other projects are overlapping the same area. The contractor will not park vehicles or equipment in City of Gahanna parking lots without receiving authorization, which must be requested 3 business days prior to request use. The cost for additional associated mobilizations shall be included in the price bid for Item 624 Mobilization.

ITEM 644 STRIPING – Contractor to notify City 10 business days prior to commencement and signs along designated streets to be posted 3 business days prior to commencement. Notification(s) to the City shall include dates and time(s) of roadway restrictions and dates of starting any and each phase of striping including but not limited to removal of old markings and installation of new or replacement markings. Contractor to follow OMUTCD and CMSC and notify City of any issues recognized that differ from OMUTCD. It is the

Contractor's responsibility to make sure all striping is scheduled and placed so other items do not inhibit the reflective properties of newly placed striping. Any striping damaged or diminished reflectivity by the Contractor during construction operations shall be replaced at no additional cost and will be incidental to other work being performed.

ITEM 659 SEEDING AND MULCHING, CLASS 1 – Seeding and mulching, Class 1 shall be in accordance with the City of Columbus Construction and Material Specifications. All aspects of the referenced specification are incidental to this item. These include but are not limited to: placing of 4" of topsoil; preparation of the seed bed; placement and incorporation of seed, fertilizer, water and mulch using hydraulic equipment; weeding; and watering.

Topsoil shall be pulverized and screened to remove glass, plastics and other refuse and rocks from mix.

The placement of topsoil shall be free of refuse, properly mixed and at a nominal depth of 4" to properly fill all voids and level uneven ground left by construction activities. Repair seeding and mulching is included under this item and shall take place in the fall following the completion of construction and in the spring of the following year. Payment for this item will be made at the contract lump sum price for each project.

It is imperative the Contractor complete restoration in a timely manner. At a minimum, at the end of every two weeks, all work completed in that two-week period shall be restored in accordance with the contract documents. Payment for concrete work will not be made until the restoration is complete in accordance with the contract documents. No separate payment shall be made for temporary seeding.

Weeds that germinate and grow during the growing process of the sown seed shall be completely removed before final acceptance of the item. Any weed prevention spray applications will be included in the lump sum price.

Unless otherwise directed by the Engineer, the Contractor shall water the seedbed daily to maintain adequate soil moisture for proper seed germination. Thereafter, apply watering as required by City of Columbus Construction and Material Specifications Section 659.17.

Any overspray of hydraulic seeding and mulching operations onto paved surfaces, mailboxes or other appurtenances shall be cleaned and removed before the end of the workday.

ITEM 661 PLANTING/PRUNING TREES – Contractor will have a certified arborist perform any tree removals, limb pruning, root pruning, or stump grinding required. Contractor will submit with their bid package the certified arborist name, certification number and company employed by for the City to review. Contractor will coordinate with City Forester on matters regarding tree removal and maintenance items. All pruning shall follow ANSI 300 & ANSI Z133 standards.

ITEM 730 NEW SIGN/REPLACEMENT SIGN – This item includes the removal and/or relocation of streets signs adjacent to streets and sidewalk construction areas. Areas that include crosswalks may need yield signs upgraded to stop signs as determined by the Engineer or designee. All removed non-used signs, posts and equipment shall be returned to the City of Gahanna. It is the responsibility of the Contractor to coordinate with the Engineer to have a clear understanding on sign type and placement.

REMOVE/REPLACE BASE OF DRIVES (FULL) –This item includes the removal, all saw cuts required to remove, disposal, and the replacement of each driveway approach or concrete pad adjacent to the existing curb within the roadway reconstruction limits. Limits of removal shall extend from the back of curb to the sidewalk. The drive shall be concrete 6" in thickness for residential driveways and 8" in thickness for commercial driveways from curb to walk and maintain the existing drive depth and material for any removal behind the walk with a minimum depth of 6". Any additional driveway that is to be removed and replaced to create an acceptable

slope specified by the Engineer shall be included under this item. Payment for this item will be made at the contract unit price per square yard of concrete drive replaced.

REMOVE/REPLACE BASE OF DRIVES (PARTIAL) – This item includes all the same criteria as (FULL) above but is only 1/3 the portion with full width to adjust for driveway approaches to be adjusted/transition to new curb or sidewalk heights and not create a lip or tripping hazard. Payment for this item will be made at the contract unit price per square yard of concrete drive replaced.

PROFESSIONAL FIELD SURVEYING AND DESIGN – This item applies to residential streets to be reconstructed and curb ramps to be replaced under this improvement if plans are not otherwise provided. The contractor shall employ a registered professional engineer and licensed surveyor within the State of Ohio to develop Line, Grade and Typical Sections, utilizing a combination of field survey and record plans that are consistent with ODOT's L&D Manual Volume 1, with the inclusion of driveways to be laid out pursuant to Section 804 of the Design Manual and ADA ramps pursuant to PROWAG standards. Contractor will submit with their bid package the Registered Professional Engineer and Registered Professional Surveyor name, State of Ohio professional registration number and company employed by for the City to review. A resume, 2 to 3 example projects of similar scope, and example deliverables are to be provided for each professional as listed on the Professional Services Form. Drives and adjacent walks are to conform to the City of Columbus' Standard Detail 2201 and 2300. Any additional driveway that is to be removed and replaced to create an acceptable slope specified by the Engineer shall be included under this item. ADA ramp designs shall be submitted at a minimum of 15 business days prior to anticipated construction for City review and shall not impact sequencing of milestones and timelines to perform work. The design professional shall also account for Item 623.02 whereby the Contractor's field forces, under the direction of a Registered Professional Engineer or a Registered Professional Surveyor shall verify plan elevations for proper fit to existing conditions and plan elevations for intended drainage where proposed items meet existing items. Plan formatting shall comply with ODOT's L&D Volume 3 or the City of Columbus' General Design Requirements (2023), Section 8. Each submittal shall carry the stamp and seal of the licensed design professional performing this scope of work. Deliverables are also to include AutoCADD or ArcGIS files and pdfs reproducible to half size 11x17s or full size 22x34 and as-builts. Deliverables are to be submitted to the City for review a minimum of 3 weeks prior to the scheduled start of construction on the subject street or portion thereof. Deliverable submittal dates and backcheck submittal dates are to be included in the schedule with adequate review time accounted for.

RESTORATION AND CLEANUP – It is the intent of the City to keep inconvenience to the property owners to an absolute minimum. All work prescribed and described in these specifications is situated in improved areas. Any street signs or landscaping features removed during construction by the Contractor must be restored by the Contractor in a timely manner. The cost for removing and replacing signs, mailboxes, and landscaping features shall be included in the price bid for the various items as set forth in the proposal. All work is to continue on a uniform basis and on schedule, particularly the restoration and cleanup of disturbed areas after construction. Disturbed areas, such as sidewalks and curb ramps, must be clearly marked by the contractor until the work can be completed. Restoration of disturbed areas shall include the entire tree lawn. All disturbed areas shall be restored within 2 weeks after completion of construction. Street sweeping is to occur 2 times per week during the construction duration. Concrete wash out bags must be used by the contractor during concrete wash outs, if on site. The City will pay only for those items that are completed in their entirety as described in the specifications.

Failure to perform the items of Work under this section may result in the City's performing the restoration and clean-up work and an assessment of liquidated damages not to exceed $200 per working day.

CITY OF COLUMBUS
PUBLIC SERVICE DEPARTMENT
TRANSPORTATION DIVISION
SUPPLEMENTAL SPECIFICATION 1503
SOIL STABILIZATION

JULY 8, 2002

1503.01 Description 1503.02 Materials 1503.03 Laboratory Mixture Design 1503.04 Equipment 1503.05 Storage and Handling 1503.06 Construction Methods 1503.07 Curing and Protection 1503.08 Maintenance/Defective Areas 1503.09 Basis of Payment

SOIL STABILIZATION

1503.01 Description. This supplemental specification outlines the requirements for constructing a stabilized soil structure by uniformly mixing an approved chemical stabilizer, such as Lime, Quicklime, Fly-Ash and/or Cement with the soil and compacting the resulting mixture.

The intended purpose is to permanently strengthen and weather-proof the subgrade soil. Credit may be accorded for this process in pavement design, if all parameters of this specification are complied with.

1503.02 Materials. The materials used shall meet the following requirements:

Lime. Hydrated lime and Quicklime shall meet the requirements of section 712.04 (b) of the CMSC.

Cement. Cement shall meet the requirements of section 701 of the City of Columbus Construction and Material Specifications.

Fly Ash. Fly Ash, Class C or F, shall meet the requirements of section 705.13 and ASTM C 618. Fly Ash not conforming to these requirements may be considered, provided performance requirements of this specification can be proven.

Water. Water shall be clean and clear. If the water is of questionable quality, it shall be tested in accordance with the requirements of AASHTO T 26.

Other Materials. It is not the intent of this document to limit the use of other materials, however, it is beyond the scope of this document to focus on materials for which AASHTO and ASTM standards have not been developed. Materials not conforming to the above, may be considered, provided performance requirements of this specification can be proven.

1503.03 Laboratory Mixture Design. Proposed mix design proportions and recommended depth of application shall be submitted to the City by an approved geotechnical firm, selected by the Contractor, sufficiently in advance of the work for review and approval. If pavement design options are to be considered, submittals must be received no less than 45 calendar days in advance of stabilization operations. A sufficient number of samples shall be taken to insure control data, {moisture-density relationship curve(s)}, developed in the laboratory, represents field conditions, and to account for any changes in soil type. A mix design shall be submitted for each anticipated soil type.

The proposed mix design shall yield a minimum CBR value of 20 and a minimum average unconfined compressive strength of at least 100 psi at 7 calendar days, and at least 150 psi at 28 calendar days.

1503.04 Equipment. The Contractor shall use equipment that will produce results meeting the requirements for application of materials, compaction, and finishing as

controlled by these Specifications. Mixing shall be performed using an approved power-driven rotary type mixer. Prior to construction, all equipment shall be in satisfactory working condition, and available for inspection by the Project Engineer or his designee.

1503.05 Storage and Handling. Admixtures shall be properly stored and handled in closed weatherproof containers until immediately before distribution. Hydrated lime,
Quicklime, or Cement in bags shall be properly stored in weather-protected conditions with adequate protection from ground dampness. The storage facilities shall be approved by the City.

1503.06 Construction Methods.

Temperature and Weather Limitations. Stabilization shall be performed only when ambient air temperature is above 40° F, and when the soil is not frozen. Do not perform this work during wet or unsuitable weather, or when freezing weather is anticipated within 24 hours of mixing/compaction.

Preparation of Existing Roadway. Prior to starting the stabilization process all unsuitable materials, such as stumps, roots, and organic material shall be removed.

Construct the area to be stabilized to an elevation such that, upon completion of the operations, the subgrade will conform to the lines, grades, and cross-section shown on the plans.

Spreading of Material. The admixture shall be spread using equipment that will provide uniform distribution over the entire repaired area and in such a manner as to limit scattering and loss by wind.

Tailgate spreading of material will not be permitted.

The material may be spread in either a slurry or dry form at the option of the Contractor.

Mixing. Mixing operations shall be such that all ingredients are distributed evenly throughout the required depth, and provide a uniform mixture, free of segregation, that is satisfactory to the Engineer. The moisture content of the mixture shall be maintained at ± 2% of the optimum moisture content.

The material shall be pulverized so that 100% passes the 1-inch sieve and 60% passes the #4 sieve.

Compaction. Immediately upon completion of the spreading/mixing operations, the mixture shall be thoroughly compacted to 98% of the maximum dry density established during the preparation of the laboratory mix design. All soil subgrade shall be compacted to 100%. The number, type, and weight of rollers shall be sufficient to compact the mixture to the required density.

If depressions, defective areas or soft spots develop during the compaction operation, they shall be corrected immediately.

After each section is completed, field density tests shall be made in accordance with COC Supplemental Specification 1501. If the compacted mixture fails to meet the specified density requirements, further evaluation by means of a test roll per section 204.07, may be performed at the discretion of the Project Engineer to evaluate subgrade stability for acceptance. The City may require the area to be reworked as necessary to meet these requirements and may require the Contractor to change compaction equipment and/or methods to obtain the required density.

Finishing. When compaction of the stabilized soil is nearing completion, the surface shall be shaped to the required lines, grades and cross section within the tolerances of item 203.08. Compaction should continue until the required density is obtained.

1503.07 Curing and Protection. After the subgrade has been finished as specified, it shall be cured for a period of at least 5 calendar days above 40°F, or until core samples extracted from the subgrade meet the requirements of 1503.03.

During the curing period, the subgrade shall be protected against drying by applying an approved prime coat or polymer solution to prevent moisture loss.

All traffic or equipment other than curing equipment shall not be allowed on the finished subgrade until completion of curing, unless permitted by the Engineer.

1503.08 Maintenance/Defective Areas. The contractor shall maintain, at his expense the entire stabilized area in a manner satisfactory to the City. Maintenance shall include immediate repairs of any defective or damaged portions of the treated subgrade.

1503.09 Basis of Payment. The accepted quantities of stabilized soil will be paid for at the contract unit price per square yard or cubic yard, *(square meter or cubic meter)*, which price and payment shall be full compensation for furnishing and placing all materials.

Item	Unit	Description
1503	Square Yard	Soil Stabilization

CITY OF COLUMBUS
PUBLIC SERVICE DEPARTMENT
TRANSPORTATION DIVISION

SUPPLEMENTAL SPECIFICATION 1551 *(Modified for City of Gahanna*)
DETECTABLE WARNINGS

March 1, 2004
(*Modified January 1, 2025*)

1551.01 Description 1551.02 Materials 1551.03 Dimensions 1551.04 Application
~~1551.05 Method of Measurement~~ (see page 52)
~~1551.06 Basis of Payment~~ (see page 52)

1551.01 Description.

This work shall consist of furnishing all material, equipment, and labor necessary for the placement of detectable warning devices at curb ramps or other walking surfaces, complete and ready for service at locations shown on the plans. All work shall be in accordance with City of Columbus Standard Drawing 2319 Dr. A and with Section 1108 of the Architectural and Transportation Barriers Compliance Board's "Draft Guidelines For Accessible Public Rights-of-Way", dated June 17, 2002 as amended, supplemented and adopted.

1551.02 Materials.

All products shall receive prior approval by the City Engineer and be included in the City of Columbus, Transportation Division current listing of approved Producers and Products for detectable warning surfaces. New Products shall be submitted for review and approval in accordance with the City's General Policy and Procedures for New Products, Materials, and Construction Procedures.

Detectable warning surfaces shall be textured to provide slip resistance and shall contrast visually with adjacent walking surfaces – either light-on-dark, or dark-on-light. The preferred color for a light background shall be brick red. The preferred color for a dark background shall be safety yellow or light granite. Other colors may be specified or approved by the City Engineer provided that samples are submitted to and approved by the City Engineer at least three (3) business days prior to installation. Color submittals shall include manufacturer's statement of percentage of visual contrast provided according to ADAAG A4.29.2. Color shall be integral with the detectable warning device and shall not be surface applied. Paints or other surface coatings shall not be used.

Detectable warning surfaces shall be classified by type of material and/or application method:

Type "A" – Pre-Cast, Manufactured Clay and Concrete Pavers - ***Approved for new construction, only***.

Type "B" – Surface-Applied or Surface-Formed Domes – Generally includes truncated domes bonded to the surface of existing curb ramps - ***Approved for retrofit, only***.

Type "C" – Stamped, Color Dyed Concrete - ***Approved for new construction, only***.

Type "D" – Surface-Mounted, Thin Tile and Thin Molded Sheet Goods – Generally includes tiles or mats (rigid & flexible, with preformed truncated domes), bonded and/or anchored to the surface of existing curb ramps - ***Approved for retrofit, only.***

Type "E" – Pre-Manufactured, Wet-Set Products **–** Generally includes rigid products pressed into freshly formed concrete - ***Approved for new construction, only.***

1551.03 Dimensions.

Truncated domes in a detectable warning surface shall have a base diameter of 0.9 inches (23 mm) minimum to 1.4 inches (36 mm) maximum, a top diameter of 50% of the base diameter minimum to 65% of the base diameter maximum, and a height of 0.2 inches (5 mm).

Truncated domes in a detectable warning surface shall have a center-to-center spacing of 1.6 inches (41 mm) minimum and 2.4 inches (61 mm) maximum, and a base-to-base spacing of 0.65 inches (16 mm) minimum, measured between the most adjacent domes on a square grid.

Detectable warning surfaces shall extend 24 inches (610 mm) minimum in the direction of travel and the full width of the curb ramp, landing, or blended transition.

Pavers shall be laid so that the centers of domes align with a straightedge placed both perpendicular and parallel with the direction of travel. Dome Alignment may not differ by more than 1/4-inch.

The detectable warning surface shall be located so that the edge nearest the curb line is 6 inches (150 mm) minimum and 8 inches (205 mm) maximum from the face of the curb line.

Domes shall be aligned on a square grid, aligned in rows parallel and perpendicular to the predominant direction of travel. Domes must be not be skewed diagonally to the direction of travel.

1551.04 Application.

Detectable warning devices shall be installed in accordance with manufacturer's specifications, except as modified by this specification or as otherwise specified on the plans. The finished surface shall be uniformly profiled to match the adjoining surfaces without lips, obstructions and shall drain completely.

The contractor shall warrant the installed surface to last no less than five years without losing more than two percent of the truncated domes due to delaminating as a result of product failure, and shall further warrant the surface for a minimum of five years against fading, chipping, peeling, cracking, or loss of original shade due to sunlight, salt or exposure to weathering.

Special Application Notes: Type “A” – Pre-Cast, Manufactured Clay and Concrete Pavers:

- Pavers shall be laid on an unreinforced concrete base. Thickness of the base shall be the greater of 4-inches or the specified, nominal thickness of the curb ramp.
- Pavers shall be set into a 1/2-inch thick bed of freshly poured latex or epoxy -modified cement mortar.
- Pavers (exclusive of domes) shall be flush with the surrounding concrete. The surface shall not differ by more than 1/8-inch in height.
- Pavers shall be laid so that the centers of domes align with a straightedge placed both perpendicular and parallel with the direction of travel. Dome Alignment may not differ by more than 1/4inch.
- Joints between pavers and surrounding concrete surface shall be mortared and shall not exceed 1/4-inch in width. Mortared joints shall be flush with top surface and struck so as to give a smooth surface.
- Joint spacing between pavers shall be no greater than 5/32-inch and not less than 1/16-inch. Pavers shall not be directly touching each other unless they have spacing bars
- Joints between pavers shall be sand-filled. Sand shall be washed, nonplastic, well-graded angular material free from deleterious or foreign matter, with maximum particle size not larger than the specified joint spacing. Gradation shall conform to Item 703.02 fine aggregate for concrete. Sweep this material to fill the joints and water with a fine mist. Repeat as necessary to achieve a sand-filled joint. When requested by the Engineer, the Contractor shall submit gradation analysis of the proposed joint material performed in accordance with ASTM C-136.
- Pavers shall consist of full, completely formed domes and shall be crack-free.
- The face of all pavers shall be clean of cement and protected so as to avoid chipping during construction.
- A minimum of 6-inch horizontal edge restraint shall be provided around the full perimeter of the detectable warning pavers. The restraints shall consist of Class “C” cast in place concrete, (City of Columbus CMS item 499).

STANDARD SPECIFICATIONS

FOR

ASPHALT SURFACE PRESERVATION

WITH A MALTENE BASED

ASPHALT REJUVENATING AGENT

2019 REC STD

ASPHALT REJUVENATING AGENT

I. Scope:

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a maltene based cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

II. Material Specifications:

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

SPECIFICATIONS

Tests	Test Method ASTM	AASHTO	Requirements Min.	Max.
Tests on Emulsion:				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % W[1]	D-244 (Mod.)	T-59 (Mod)	60	65
Miscibility Test[2]	D-244 (Mod.)	T-59 (Mod)	No Coagulation	
Sieve Test, %W[3]	D-244 (Mod.)	T-59 (Mod)	-	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance[4]	GB	GB		

Tests on Residue from Distillation:

Flash Point, COC, ℃	D-92	T-48	196	-
Viscosity @ 60°C, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-	-	1.00
Maltene Dist. Ratio	D-2006-70	-	0.3	0.6
$\frac{PC + A_1{}^5}{S + A_2}$				
PC/S Ratio[5]	D-2006-70	-	0.5	-
Saturated Hydrocarbons,S[5]	D-2006-70	-	21	28

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[1] ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.

[2] Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

[3] Test procedures identical with ASTM D-244-60 except that distilled water shall be used in place of two percent sodium oleate solution.

[4] Test procedure is attached.

[5] Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds, A_1 = First Acidaffins

A_2 = Second Acidaffins, S = Saturated Hydrocarbons

PROCEDURE FOR DETERMINING PERCENT LIGHT TRANSMITTANCE ON ASPHALT REJUVENATING AGENT

A. SCOPE

This procedure covers the determination of percent light transmittance of the asphalt rejuvenating agent.

B. APPARATUS

1) Container may be either glass, plastic or metal having a capacity of 6,000 ml.
2) Graduated cylinder, 1,000 ml, or greater
3) Light transmittance measuring apparatus, such as Bausch and Lomb or Lumetron spectrophotometer
4) Graduated pipette having 1 ml capacity to 0.01 ml accuracy
5) Suction bulb for use with pipette
6) Test tubes compatible with spectrophotometer, 3/4" X 6, Bausch and Lomb, Catolog No. 33-17- 81, (B&L)

C. CALIBRATION OF SPECTROPHOTOMETER

1) Calibrate spectrophotometer as follows: (a) Set wavelength at 580 mu, (b) Allow spectrophotometer to warm-up thirty minutes, (c) Zero percent light transmittance (%LT) scale, (d) Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube or approximately 2/3 full, (e) Place tube in spectrophotometer and set %LT scale at 100, and (f) repeat steps (c) and (e) two times or until no further adjustments are necessary.

D. PROCEDURE

1) Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
2) Place 2,000 ml tap water in container.
3) Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
4) Using suction bulb, blow emulsion into container.
5) Rinse pipette by sucking in diluted emulsion solution and blowing out.
6) Clean pipette with soap or solvent and water. Rinse with acetone.
7) Stir diluted emulsion thoroughly.
8) Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
9) Calibrate spectrophotometer.
10) Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
11) Repeat steps 9 and 10 until three identical consecutive readings are achieved.
12) The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

III. Material Performance:

The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface and performing as follows. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been effected shall be by analysis of the chemical properties of said asphalt binder i.e. viscosity shall be reduced by petroleum maltene fraction replacement method to the following extent. For pavements receiving the first or original application of rejuvenating agent the viscosity shall be reduced by a minimum of thirty-five, (35%) percent as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. For retreated pavements after an initial treatment with the asphalt rejuvenator the viscosity shall be reduced by petroleum maltene replacement method a minimum of twenty percent(20%)as determined by dynamic shear rheometer (DSR) method for testing in accord with AASHTO T315-05. In addition the phase angle shall be increased. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper three eights inch (3/8") of pavement. In addition the treated areas shall be sealed in-depth to the intrusion of air and water.

The rejuvenating agent shall have a record of at least five years of satisfactory service as a petroleum maltene based emulsion asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder by petroleum maltene fraction replacement method, increase the phase angle and provide an in-depth seal. Reclamite®,a Tricor Refiners,LLC product manufactured by D&D Emulsion, Inc., Mansfield, Ohio, is a product of know quality and accepted performance.

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully for a period of five years by government agencies such as Cities, Counties, etc; and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in asphalt binder viscosity and phase angle. Prior testing data shall be submitted indicating such product performance on a sufficient number of projects to insure product consistency. In addition, prior testing data shall be submitted to indicate said product performance as heretofore described over a minimum testing period of three years to insure reasonable life expectancy.

RECLAMITE®, a product of Tricor Refining,LLC is a product of known quality and accepted performance.

IV. Applicator Experience:

The asphalt-rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years experience in applying the product proposed for use. He must submit with his bid a list of five projects on which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the government official in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt-rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

V. PRODUCT STANDARDS AND ALTERNATES:

The product "Reclamite"® for the asphalt rejuvenating agent, a Tricor Refiners LLC product manufactured by D & D emulsions,Inc. Mnasfield, Ohio is the standard for these specifications and the prices quoted on the Bid Sheet Base Bid shall be for this standard. Should a bidder wish to submit a bid for alternates to the Standard, said prices shall be entered on the BID SHEET as the "Alternate Bid" for each item. In the event that the bidder submits no bid for the Standard, only the "Alternate Bids" should be completed.

Bidders may offer an ALTERNATE for the Standard specified in the Specifications provided the bidder adheres to the following and submits same with his bid.

(a) List the proposed alternate on the BID SHEET form giving the product name and price.

(b) Furnish complete specifications and descriptive literature for the alternate as well as a one-gallon sample of the material proposed for use. Such descriptive and detailed information shall be complete and at least equal in detail to the agencies requirements for the standard item for which the alternate is offered.

(c) Submit a current Safety Data Sheet for the alternate materials.
The agency will give the alternate consideration. The Contractor may furnish only those alternate items included in his proposal and approved by the agency prior to award of a contract.

(d) Furnish all required test data and use documentation as heretofore required.

If no ALTERNATE is indicated on the BID SHEET, the Contractor shall furnish the STANDARD (brand) specified in the attached specifications.
Should the ALTERNATE offered be found unacceptable by the agency based on the data submitted with the bid and no bid is entered on the BID SHEET for the Standard, then said bid will be considered non-responsive.

VI. APPLICATION TEMPERATURE/WEATHER LIMITATIONS:

The temperature of the asphalt rejuvenating emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt-rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt-rejuvenating agent shall not be applied when the ambient temperature is below 40° F.

VII. HANDLING OF ASPHALT REJUVENATING AGENT:

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent

foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

VIII. RESIDENT NOTIFICATION:

The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type that secures to the door handle of each dwelling. Unsecured notices will not be allowed. Hand distribution of this notice will be considered incidental to the contract.

IX. APPLICATING EQUIPMENT:

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.04 to 0.08 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. The distributor shall have a computerized system, acceptable to the Engineer that controls the rate of product application.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for applying rock dust, or other aggregate when required and approved by the Engineer, shall be equipped with a spreader that allows the rock dust to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of rock dust or other aggregate per square yard in a single pass. The spreader shall be adjustable so as not to broadcast the rock dust or other aggregate onto driveways or tree lawns.

The rock dust or other aggregate to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet rock dust shall be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

X. APPLICATION OF REJUVENATING AGENT:

The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle

nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint area of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer for jobsite conditions. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.04 to 0.08 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the Engineer grants approval for additional applications.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.

After the rejuvenating emulsion has penetrate and when surface conditions require a light coating of dry rock dust, or other aggregate approved by the Engineer, shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer. The rock dust or other approved aggregate shall be swept and removed from the streets and properly disposed of at the Contractor's expense within 24 hours of application.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

XI. STREET SWEEPING:

The Contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment.

Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. If in the opinion of the Engineer the hand cleaning is not sufficient than a self-propelled street sweeper shall be used.

All rock dust or other approved material used during the treatment must be removed no later than 24 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent.

If, in the opinion of the Engineer, additional rock dust is required said material shall be applied by the contractor. Said rock dust shall be swept up no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of rock dust.

XII. TRAFFIC CONTROL:

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic.

When, in the opinion of the Engineer, traffic must be maintained at all times on a

particular street, then the Contractor shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.

The Contractor shall be responsible for all traffic control and signing required to permit safe travel. The contractor shall notify the police and fire departments as to the streets that are to be treated each day.

If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

XIII. METHOD OF MEASUREMENT:

Asphalt rejuvenating agent will be measured by the square yard as provided for in the Contract Documents.

XIV. BASIS FOR PAYMENT:

The accepted quantities, measured as provided for above, will be paid for at the contract unit price for asphalt rejuvenating agent.

Asphalt rejuvenating agent shall be paid for PER SQUARE YARD, which shall be full compensation for furnishing all materials; equipment, labor and incidentals to complete the work as specified and required.

BID SHEET

The undersigned proposes to furnish material, labor, etc. according to the terms and conditions of the attached _____ of _____ Specifications at the following unit prices, to wit:

BASE BID

_____ SQUARE YARDS, MORE OR LESS, CONSTRUCTION SEALING WITH ASPHALT REJUVENATING AGENT FURNISHED AND APPLIED.

_____ $ _____ PER SQ. YD.
Product Name

CONTRACTOR CAN BEGIN WORK _____ DAYS AFTER WRITTEN NOTICE.

CONTRACTOR WILL COMPLETE WORK BY YES_____ OR NO_____

PRICE TERMS: _____

ALTERNATE BID

_____SQUARE YARDS, MORE OR LESS, CONSTRUCTION SEALING WITH ASPHALT REJUVENATING AGENT FURNISHED AND APPLIED.

_____ $ _____ PER SQ. YD.
Product Name

CONTRACTOR CAN BEGIN WORK _____ DAYS AFTER WRITTEN NOTICE.

CONTRACTOR WILL COMPLETE WORK BY YES_____ OR NO_____

PRICE TERMS: _____

_____
BIDDER AUTHORIZED AGENT

_____
BUSINESS ADDRESS

_____

_____
PHONE NUMBER

Date	Event	Time	Location	Organization	Description
3/28/2026	Egg Hunt	11-1pm	Hannah	GPR	Egg Hunt
5/2/2026	Herb Day	10am-3pm	Creekside	CVB	Annual CVB Event
5/8/2026	Bird Migration Float		Hoover	GPR	Kayak Float
5/25/2026	Memorial Day Ceremony		Veteran's Park	VFW	Memorial Service
5/26/2026	Kayak 101	5-7pm	Hannah	GPR	Kayak 101
5/29/2026	Creekside Live				Summer Concert Series
6/5-6/7	Blues and Jazz	All Weekend	Creekside	CVB	Annual CVB Event
6/10/2026	Gahanna Market	4-7pm	Creekside Plaza	GPR	Farmers Market
6/12/2026	Cinema Under the Stars	5-11pm	Friendship	GPR	Summer Movie Nights
6/26/2026	Creekside Live	5-10pm	Creekside	GPR	Summer Concert Series
7/3/2026	Fireworks	5-11pm	Golf Course	GPR	Fireworks
7/4/2026	Parade	TBD	City	Lions	Parade hosted by Lions
7/8/2026	Gahanna Market	4-7pm	TBD	GPR	Farmers Market
7/10/2026	Cinema Under the Stars	5-11pm	Friendship	GPR	Summer Movie Nights
7/25/2026	P&R Month Event	11am-2pm	Friendship	GPR	P&R theme event
7/31/2026	Creekside Live	5-10pm	Creekside	GPR	Summer Concert Series
8/5/2026	Farmers Market	4-7pm		GPR	Farmers Market
8/7/2026	Cinema Under the Stars	5-11pm	Friendship	GPR	Summer Movie Nights
8/23/2026	Muddy Miler	1-4pm	Flood Plains	GPR	Mud Run
8/29/2026	Creekside Hops and Vines	5-11pm	TBD	Parks and Rec Foundation	Fundraisor
9/7/2026	Gahanna Market	4-7pm	Creekside?	GPR	Farmers Market
9/19/2026	Touch a Truck	9am-1pm	Hannah	GPR	Touch a Truck
10/7/2026	Campfire in the Park	6:30-8pm		GPR	Neighborhood pop-up
10/14/2026	Campfire in the Park	6:30-8pm		GPR	Neighborhood pop-up
10/21/2026	Campfire in the Park	6:30-8pm		GPR	Neighborhood pop-up
10/23/2026	Goblin	5:30-9:30	McCorkle	GPR	Halloween Event
11/11/2026	Veteran's Day Ceremony		Veteran's Park	VFW	Memorial Service

APPENDIX B

PREVAILING WAGE

Prevailing Wage Contract

Yes (X) No ( )

If yes:

State (X)

Federal*( )

*If Federal, Contract Documents with contract terms relating to the federal funding are attached. (Please request documents from the City if none are attached.)

An Official State of Ohio site. Here's how you know

Prevailing Wage Project Registration

Public Authority Information

Owner/Public Authority Name	City of Gahanna
Department Division or Agency	Engineering
Street Address	200 S Hamilton Road
Address 2	
City, OH	Gahanna, OH
ZIP	43230
Email	Angela.Roth@gahanna.gov
County of Public Authority	Franklin
P.A. Phone	6143424050

Date: 1/29/2026

This form must be filled out completely & correctly for us to process your request. Forms not completed correctly will be returned to the sender.

Project Information

Project Name	2026 Street & Water Line Rebuild for White Swan & Embassy ST-1120
Site Address	White Swan and Embassy Roads
City, OH	Gahanna, OH
ZIP	43230
County of Project	Franklin

Prevailing Wage Coordinator Name	Angela Roth
Address	200 S Hamilton Road
City	Gahanna
ZIP	43230
Phone	6143424050
Issuing Authority of Bonds	NA
Estimated Total Overall Project Cost	$595,700.00
Type of Financing	General Fund
Type of Construction	OldConstruction
This Project is	Residential
Expected Date of Contract Award	03/03/2026
Projected Completion Date	09/11/2026
Project Comments	

PREVAILING WAGE THRESHOLD LEVELS
IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

"New" construction threshold for Building Construction:	**$250,000**

"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" threshold level for Building Construction:	**$75,000**

As of January 1, 2026:

"New" construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:	**$101,201**

"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:	**$30,320**

A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:
Bureau of Wage and Hour Administration
6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
Phone: 614-644-2239
Fax: 614-728-8639
www.com.ohio.gov

BID TABULATION SHEET

Please print and complete this form. Keep it with your records until the contract has been awarded. Once the contract has been officially awarded, select which company was awarded the contract for the project and send a copy to Wage & Hour at webmaster@wagehour.com.state.oh.us

Contracting Public Authority: Public Authority County:		
Project Name:		
Project No.	Bid Date:	Estimate:

Contract Description: ☐ General ☐ HVAC ☐ Electrical ☐ Plumbing ☐ Asbestos ☐ Other _____

Awarded To(check)	List of the Bidding Contractors	Total Bid Amount

Submitted By	
Print Name:	Title:
Telephone No.:	FAX:
Signature:	Date:

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General:

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115. The use of this form is not mandatory; employers may submit their own forms if all of the required information is included. This form may be reproduced, or additional copies obtained from:

Ohio Department of Commerce
Division of Industrial Compliance
Bureau of Wage and Hour Administration
6606 Tussing Road, P.O. Box 4009
Reynoldsburg, Ohio 43068-9009
614-644-2239
www.com.ohio.gov

Certified Payroll Heading:

Employer name and address: Company's full name and address…Indicate if the company is a subcontractor.
Subcontractor: Check and list the name of the General Contractor or Prime.
Project: Name and location of the project, including county.
Contracting Public Authority: Name and address of the contracting public authority… (Owner of the project).
Week Ending: Month, day, and year for last day of reporting period.
Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project.
Page indicator: number of pages included in the report.
Project Number: Determined by the public authority…If there is no number leave blank.

Payroll Information by column:

1. Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. The Social Security number is required; the last four digits may be permitted by the public authority. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.

2. Work Class: List classification of work performed by employee. If unsure of work classification, consult the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer or by "Group".

3. Hours Worked, Day & Date: In the first row of column 3, enter days of the company's pay period for example; M T W TH F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section, enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.

4. Project Total Hours: Total the hours entered for pay period.

5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.

1) Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
2) Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
3) Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.

6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours "X" base rate should equal project gross.

7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the **Cash** space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space **Approved Plans**. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space **Cash & Approved Plans**. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, ***calculate the hourly fringe credit by dividing the yearly employer contribution by*** the lesser of: hours actually worked in the year (these must be documented) or ***2080***. Fringe benefits include**: Employer's share** of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs. If unsure of a possible fringe benefit, contact the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration.

8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.

9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.

10. Self-explanatory.

11. Self-explanatory.

Certified Payroll Report

Report for: ☐ Check if Subcontractor[1)] Contract No: Payroll No:

Company:[1)] If Sub, GC/Prime Contractor Name:

Address: Project Name & Location: Week Ending:

City, State, Zip Public Authority (Owner):

Phone No: Sheet:[2)] of

1. Employee Name, Address, & SS# (Last 4 digits if permitted)	2.Work Class[3)]		3.Prevailing Wage Project Hours Worked - Day & Date							4.Total Hours	5.Base Rate	6.Project Gross	Fringes: ☐ Cash ☐ Approved Plans ☐ Cash & Approved Plans						Weekly Payroll Amount			
													Fringe Rate Your Company Pays Per Hour						8.Total Hrs for all Jobs	9. Total Gross on All Jobs	10. Total Deductions	11. Net Pay on All Jobs
													H&W	Pens	Vac	Hol	Other	Total				
		OT																				
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1) By signing below, I certify that: (1) I pay, or supervise the payment of the employees shown above; (2) during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; (3) the fringe benefits have been paid as indicated above; (4) no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissable deductions as defined in ORC Chapter 4115; and (5) apprentices are registered with the U.S. Dept. of Labor, Bureau of Apprenticeship and Training. I understand that the willful falsification of any of the above statements may subject the Contractor or Subcontractor to civil or criminal prosecution.

Type or Print Name and Title Signature Date

11/14 jc

[2)]Attach additional sheets as necessary. [3)]Type in continuous line, text will wrap.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Asbestos Local 207

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2025ib	Asbestos Worker	8/6/2025	8/6/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Abatement	$32.50		$10.95	$7.25	$0.75	$3.75	$0.00	$0.05	$0.00	$0.00	$55.25	$71.50
Apprentice	BHR	Percent										
Trainee	$22.00	$67.69	$10.95	$1.90	$0.75	$1.00	$0.00	$0.05	$0.00	$0.00	$36.65	$47.65

(*)Special Calculation Note :

Other: Drug Testing

Ratio :

3 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

Adams, Ashland, Ashtabula*, Athens, Auglaize, Brown, Butler*, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Delaware, Erie*, Fairfield, Fayette, Franklin, Geauga, Greene, Guernsey, Hamilton, Hardin, Harrison, Highland, Hocking, Holmes, Huron, Knox, Lake, Licking, Logan, Lorain, Madison, Mahoning, Marion, Medina, Miami, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Portage, Preble, Richland, Ross, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Vinton, Warren*, Wayne

Special Jurisdictional Note :

Ashtabula County: (post offices & townships of Ashtabula, Austinburg, Geneva, Harperfield, Jefferson, Plymouth & Saybrook) (townships of Andover, Cherry Valley, Colbrook, Canneaut, Denmark, Dorset, East Orwell, Hartsgrove, Kingville, Lenox, Monroe,Morgan,New Lyme,North Kingsville, Orwell, Pierpoint, Richmond Rock Creek, Rome, Shefield, Trumbull, Wayne, Williamsfield & Windsor)

Butler County: (townships of Fairfield, Hanover, Liberty, Milford, Morgan, Oxford, Ripley, Ross, St. Clair, Union & Wayne) (Lemon & Madison)

Erie County: (post offices & townships of Berlin, Berlin Heights,Birmingham,Florence, Huron, Milan, Shinrock & Vermilion)

Warren County: (townships of: Deerfield, Hamilton, Harlan, Salem, Union & Washington) (Clear Creek, Franklin, Mossie, Turtle Creek & Wayne)

Details :

An Abatement Journeyman is anyone who has more than 600 hours in the Asbestos Abatement field.

Asbestos & lead paint abatement including, but not limited to the removal or encapsulation of asbestos & lead paint, all work in conjunction with the preparation of the removal of same & all work in conjunction with the clean up after said removal. The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) is recognized as being the exclusive work of the Asbestos Abatement Workers.

On all mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) that are going to be demolished, the removal of all insulating materials whether they contain asbestos or not shall be the exclusive work of the Laborers.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Asbestos Local 50 Heat & Frost Insulators

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN02-2025ib	Asbestos Worker	7/30/2025	7/30/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Insulation Mechanic	$40.56		$9.55	$9.60	$0.55	$0.00	$4.75	$0.00	$0.00	$0.00	$65.01	$85.29
Firestop Technician	$40.56		$9.55	$9.60	$0.55	$0.00	$4.75	$0.00	$0.00	$0.00	$65.01	$85.29
Apprentice	BHR	Percent										
1st year	$25.81	$63.63	$9.55	$4.52	$0.50	$0.00	$0.50	$0.00	$0.00	$0.00	$40.88	$53.78
2nd year	$30.11	$74.23	$9.55	$4.52	$0.50	$0.00	$0.85	$0.00	$0.00	$0.00	$45.53	$60.59
3rd year	$34.41	$84.83	$9.55	$6.76	$0.50	$0.00	$1.25	$0.00	$0.00	$0.00	$52.47	$69.67
4th year	$36.56	$90.13	$9.55	$6.76	$0.50	$0.00	$1.50	$0.00	$0.00	$0.00	$54.87	$73.15

(*)Special Calculation Note :

Ratio :

1 Journeymen to 1 Apprentice
4 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

Athens, Auglaize, Butler*, Champaign, Clark, Clinton, Crawford, Darke, Delaware, Fairfield, Fayette, Franklin, Greene, Guernsey, Hardin, Hocking, Knox, Licking, Logan, Madison, Marion, Miami, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Preble, Ross, Shelby, Union, Vinton, Warren*

Special Jurisdictional Note :

Butler County: Townships of Lemon and Madison.
Warren County: Township of Clear Creek, Franklin, Massie, Turtle Creek and Wayne

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 Heavy Hwy (A)

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2024ib	Bricklayer	6/5/2024	6/5/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Sewer Water Works A	$33.39		$10.00	$9.53	$0.53	$0.00	$0.00	$0.00	$0.00	$0.00	$53.45	$70.15
Apprentice	BHR	Percent										
1st year	$23.37	$70.00	$10.00	$9.53	$0.53	$0.00	$0.00	$0.00	$0.00	$0.00	$43.43	$55.12
2nd year	$26.71	$80.00	$10.00	$9.53	$0.53	$0.00	$0.00	$0.00	$0.00	$0.00	$46.77	$60.13
3rd year	$30.05	$90.00	$10.00	$9.53	$0.53	$0.00	$0.00	$0.00	$0.00	$0.00	$50.11	$65.14

(*)Special Calculation Note :

NOT FOR BUILDING CONSTRUCTION.

Ratio :

3 Journeymen to 1 Apprentice 6 Journeymen to 2 Apprentice 9 Journeymen to 3 Apprentice 12 Journeymen to 4 Apprentice 15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Geauga, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne

Special Jurisdictional Note :

Details :

(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work. (B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Bricklayer Local 23 Heavy Hwy (B)

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2024ib	Bricklayer	6/5/2024	6/5/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	$34.39		$10.00	$9.52	$0.54	$0.00	$0.00	$0.00	$0.00	$0.00	$54.45	$71.65
Apprentice	BHR	Percent										
1st year	$24.07	$70.00	$10.00	$9.52	$0.54	$0.00	$0.00	$0.00	$0.00	$0.00	$44.13	$56.17
2nd year	$27.51	$80.00	$10.00	$9.52	$0.54	$0.00	$0.00	$0.00	$0.00	$0.00	$47.57	$61.33
3rd year	$30.95	$90.00	$10.00	$9.52	$0.54	$0.00	$0.00	$0.00	$0.00	$0.00	$51.01	$66.49

(*)Special Calculation Note :

NOT FOR BUILDING CONSTRUCTION.

Ratio :

3 Journeymen to 1 Apprentice 6 Journeymen to 2 Apprentice 9 Journeymen to 2 Apprentice 12 Journeymen to 4 Apprentice 15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Geauga, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne

Special Jurisdictional Note :

Details :

(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work. (B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter & Pile Driver Local 200

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2025ib	Carpenter	5/7/2025	5/7/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	$35.94		$8.85	$10.78	$0.70	$0.00	$3.26	$0.16	$0.00	$0.00	$59.69	$77.66
Pile Driver	$35.69		$8.85	$10.78	$0.70	$0.00	$3.26	$0.16	$0.00	$0.00	$59.44	$77.29
Apprentice	BHR	Percent										
1st 6 months	$25.16	$70.00	$8.85	$2.00	$0.70	$0.00	$3.26	$0.16	$0.00	$0.00	$40.13	$52.71
2nd 6 months	$25.16	$70.00	$8.85	$2.00	$0.70	$0.00	$3.26	$0.16	$0.00	$0.00	$40.13	$52.71
3rd 6 months	$28.75	$80.00	$8.85	$8.62	$0.70	$0.00	$3.26	$0.16	$0.00	$0.00	$50.34	$64.72
4th 6 months	$28.75	$80.00	$8.85	$8.62	$0.70	$0.00	$3.26	$0.16	$0.00	$0.00	$50.34	$64.72
5th 6 months	$32.35	$90.00	$8.85	$9.70	$0.70	$0.00	$3.26	$0.16	$0.00	$0.00	$55.02	$71.19
6th 6 months	$32.35	$90.00	$8.85	$9.70	$0.70	$0.00	$3.26	$0.16	$0.00	$0.00	$55.02	$71.19
7th 6 months	$34.14	$95.00	$8.85	$10.24	$0.70	$0.00	$3.26	$0.16	$0.00	$0.00	$57.35	$74.42
8th 6 months	$34.14	$95.00	$8.85	$10.24	$0.70	$0.00	$3.26	$0.16	$0.00	$0.00	$57.35	$74.42

(*)Special Calculation Note :

Other is UBC National Fund.

Ratio :

1 Journeyman to 1 Apprentice Thereafter 2 Journeyman to 1 Apprentice The first carpenter on the job shall be a journeyman. The second carpenter employed may be an apprentice carpenter. After one (1) journeyman and one (1) apprentice are employed, each employer shall employ a ratio of one (1) apprentice, when avilable, to two (2) journeyman.

Jurisdiction (* denotes special jurisdictional note) :

Delaware, Fairfield, Franklin, Guernsey, Licking, Madison, Marion, Muskingum, Morgan, Noble, Perry, Pickaway, Union

Special Jurisdictional Note :

Details :

CARPENTERS duties shall include but not limited to the milling, fashioning, joining, assembling, erecting, fastening, or dismantling of scaffolding and of material of wood, plastic, metal, fiber, cork and composition, and all other substitute materials. The handling, cleaning, erecting, installing and dismantling of machinery, equipment and all materials used by carpenters. The building and setting of all concrete forms and decking, and dismantling the same; the setting of templates for anchor bolts for structural members and for machinery, and the placing, leveling and bracing of these bolts; the making of all forms for bulkheads, figures, post, balusters and ornaments. The erection and installation of cooling towers assembled onsite. The building of all barricades and handling of rough lumber and drywall. The installation of all required blocking and all toilet accessories, including but not limited to grab bars, napkin dispensers and receptacles, mirrors and soap dispensers. The installation of metal studs and the welding of studs and other fastenings to receive material being applied by carpenters. The installation of all material used in drywall construction such as plasterboard, transite and other composition boards. The installation of carpet, artificial turf, wood and Resilient floors shall consist of and include the laying of all special designs of wood, wood block, wood composition, cork, linoleum, asphalt, mastic, plastic and rubber tile, whether nailed or laid in, or with linoleum paste or glue compositions. The installation of garage and overhead doors. The installation of fixtures, cabinets, shelving, racks, louvers, etc. The assembling and setting of all seats in theaters, halls, churches, schools, auditoriums, grandstands and other buildings. Our claim of jurisdiction, therefore, extends over the following subdivisions of the trade. Carpenters and Joiners; Bridge, Dock and Wharf Carpenters, Divers, Underpinners, Timbermen and Core Drillers; Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers, Cabinet Makers, Bench Hands, Stair Builders; Millmen; Wood and Resilient Floor Layers and Finishers; Carpet Layers; Shinglers; Siders; Insulators; Acoustic and Drywall Applicators; Shorers and House Movers; Loggers; Lumber and Sawmill Workers; Furniture Workers; Reed and Rattan Workers; Shingle Weavers; Casket and Coffin Makers; Box Makers; Railroad Carpenters; and Car Builders, regardless of material used; and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or subdivisions, and the handling, erecting and installing of material on any of the above divisions or subdivisions; burning welding, rigging and the use of any instrument or tool for layout work incidental to the trade. When the term “Carpenter” and “Joiner” is used, it shall mean all the subdivisions of the trade. PILEDRIVER: Where piling is used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams, the erection of all sea walls and breakwaters. The placing of all walling, bumper guards of wood or metal. The framing, boring, drilling or burning of all holes in the same, all tie and hog rods in connection with Piledrivers work. The driving, bracing, plumbing, cutting-off and capping of all piling whether wood, steel sheeting, metal pipe piling, composite or concrete. The heading and splicing of wood piling and the making of woodsheet piling, The welding, cutting or burning of any metal and wood piling and shoring and underpinning in connection with Piledriver work. The loading and unloading of all piling and other material used in connection with Piledrivers work. The loading, unloading, erecting, framing, dismantling, moving and handling of all drivers, derrick, cranes and other piledriving equipment used in the work. Drilling in piling or drilled in caissons where a steel liner is used. All machinery used for handling spuds or anchors on floating equipment used in our work shall be operated by our members. Where swing lines or derricks are used, members shall be used as watchmen. All underwater and marine work on all bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed. All clamming work that is done by floating derricks.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Carpenter & Piledriver SC District HevHwy

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCR01-2025ib	Carpenter	7/9/2025	7/9/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Journeyman	$35.69		$8.85	$10.78	$0.70	$0.00	$2.91	$0.16	$0.00	$0.00	$59.09	$76.94
Apprentice	BHR	Percent										
1st 6 months	$24.98	$70.00	$8.85	$10.78	$0.70	$0.00	$2.91	$0.16	$0.00	$0.00	$48.38	$60.87
2nd 6 months	$24.98	$70.00	$8.85	$10.78	$0.70	$0.00	$2.91	$0.16	$0.00	$0.00	$48.38	$60.87
3rd 6 months	$28.55	$80.00	$8.85	$10.78	$0.70	$0.00	$2.91	$0.16	$0.00	$0.00	$51.95	$66.23
4th 6 months	$28.55	$80.00	$8.85	$10.78	$0.70	$0.00	$2.91	$0.16	$0.00	$0.00	$51.95	$66.23
5th 6 months	$32.12	$90.00	$8.85	$10.78	$0.70	$0.00	$2.91	$0.16	$0.00	$0.00	$55.52	$71.58
6th 6 months	$32.12	$90.00	$8.85	$10.78	$0.70	$0.00	$2.91	$0.16	$0.00	$0.00	$55.52	$71.58
7th 6 months	$33.91	$95.00	$8.85	$10.78	$0.70	$0.00	$2.91	$0.16	$0.00	$0.00	$57.31	$74.26
8th 6 months	$33.91	$95.00	$8.85	$10.78	$0.70	$0.00	$2.91	$0.16	$0.00	$0.00	$57.31	$74.26

(*)Special Calculation Note :

Other: UBC National Fund

When the contractor furnishes the necessary underwater gear for the diver, the diver shall be paid one and one half (1 & 1/2) times the journeyman rate for the time spent in the water.

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Athens, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Highland, Hocking, Jackson, Lawrence, Licking, Madison, Marion, Meigs, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Scioto, Union, Vinton, Washington

Special Jurisdictional Note :

Details :

**Highway Construction, Airport Construction, Heavy Construction but not limited to: Tunnels, subways, drainage projects, flood control, reservoirs

Railroad Construction, Sewer Waterworks & Utility Construction but not limited to: storm sewers, waterlines, gas lines

Industrial & Building site, Power Plant, Amusement Park, Athletic stadium site, Sewer and Water Plants.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Local 132 (Columbus)

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2025ib	Cement Mason	6/4/2025	6/4/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$35.12		$8.90	$4.65	$0.75	$0.00	$3.10	$0.06	$0.00	$0.00	$52.58	$70.14
Apprentice	BHR	Percent										
1st Year	$24.58	$70.00	$8.90	$4.65	$0.75	$0.00	$3.10	$0.06	$0.00	$0.00	$42.04	$54.34
2nd Year	$28.10	$80.00	$8.90	$4.65	$0.75	$0.00	$3.10	$0.06	$0.00	$0.00	$45.56	$59.60
3rd Year	$31.61	$90.00	$8.90	$4.65	$0.75	$0.00	$3.10	$0.06	$0.00	$0.00	$49.07	$64.87

(*)Special Calculation Note :

Other: International Training Fund

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Knox, Licking, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Richland, Ross, Union, Vinton, Wyandot

Special Jurisdictional Note :

Details :

Working on swing stage, slip scaffold, window jack scaffold, scissor lifts, and aerial lifts shall receive the following rates: $.50 above the regular rate for heights up to fifty (50) feet above grade level $1.00 above the regular rate for heights over fifty (50) feet above grade level

Prevailing Wage Rate
Skilled Crafts

Name of Union: Cement Mason Local 132 Hev Hwy (Columbus)

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2025ib	Cement Mason	5/1/2025	5/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	$37.29		$9.00	$7.65	$0.75	$0.00	$2.40	$0.07	$0.00	$0.00	$57.16	$75.81
Apprentice	BHR	Percent										
1st Year	$26.10	$70.00	$9.00	$7.65	$0.75	$0.00	$2.40	$0.07	$0.00	$0.00	$45.97	$59.02
2nd Year	$29.83	$80.00	$9.00	$7.65	$0.75	$0.00	$2.40	$0.07	$0.00	$0.00	$49.70	$64.62
3rd Year	$33.56	$90.00	$9.00	$7.65	$0.75	$0.00	$2.40	$0.07	$0.00	$0.00	$53.43	$70.21

(*)Special Calculation Note :

Other: International Training Fund

Ratio :

1 Journeyman to 1 Apprentice 2 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

Ashland, Athens, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Knox, Licking, Madison, Marion, Meigs, Monroe, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Richland, Ross, Union, Vinton, Washington, Wyandot

Special Jurisdictional Note :

Details :

Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site, Heavy Construction, Airport Construction Or Railroad Construction Work, Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facilities Construction.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 683 Inside

Type of Rate: Commercial

Change #: LCN02-2025ib

Craft: Electrical

Effective Date: 8/13/2025

Effective Date: 8/13/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	$43.00		$12.15	$8.81	$1.16	$0.00	$4.25	$0.00	$0.00	$0.00	$69.37	$90.87
Welding	$44.00		$12.15	$8.84	$1.16	$0.00	$4.25	$0.00	$0.00	$0.00	$70.40	$92.40
Medium Voltage Splicing	$44.00		$12.15	$8.84	$1.16	$0.00	$4.25	$0.00	$0.00	$0.00	$70.40	$92.40
Over 100 feet	$64.50		$12.15	$9.46	$1.16	$0.00	$4.25	$0.00	$0.00	$0.00	$91.52	$123.7
Level 1 CW 0 to 2000 hours	$15.29		$6.83	$0.46	$0.92	$0.00	$0.46	$0.10	$0.00	$0.00	$24.06	$31.71
Level 2 CW 2001 to 4000 hours	$16.25		$6.83	$0.49	$0.92	$0.00	$0.49	$0.10	$0.00	$0.00	$25.08	$33.21
Level 3 CW 4001 to 6000 hours	$17.20		$6.83	$0.52	$0.92	$0.00	$0.52	$0.10	$0.00	$0.00	$26.09	$34.69
Level 4 CW 6001 to 8000 hours	$19.12		$6.83	$0.57	$0.92	$0.00	$0.57	$0.10	$0.00	$0.00	$28.11	$37.67
Level 1 CE 8001 to 10000 hours	$21.03		$6.83	$0.63	$0.92	$0.00	$0.63	$0.10	$0.00	$0.00	$30.14	$40.66
Level 2 CE 10,001 to 12,000 hours	$22.94		$6.83	$0.69	$0.92	$0.00	$0.69	$0.10	$0.00	$0.00	$32.17	$43.64
Level 3 CE 12,001 to14,000 hours	$28.67		$6.83	$0.86	$0.92	$0.00	$0.86	$0.10	$0.00	$0.00	$38.24	$52.58
Apprentice	BHR	Percent										
0-1000 hrs 1st Period	$21.50	$50.00	$12.15	$4.41	$1.16	$0.00	$0.00	$0.00	$0.00	$0.00	$39.22	$49.97
1001-2000 hrs 2nd Period	$23.65	$55.00	$12.15	$4.85	$1.16	$0.00	$0.00	$0.00	$0.00	$0.00	$41.81	$53.63
2001-3500 hrs 3rd Period	$25.80	$60.00	$12.15	$5.28	$1.16	$0.00	$2.55	$0.00	$0.00	$0.00	$46.94	$59.84
3501-5000 hrs 4th Period	$27.95	$65.00	$12.15	$5.73	$1.16	$0.00	$2.76	$0.00	$0.00	$0.00	$49.75	$63.73
5001-6500 hrs 5th Period	$30.10	$70.00	$12.15	$6.16	$1.16	$0.00	$2.98	$0.00	$0.00	$0.00	$52.55	$67.60

6501-8000 hrs 6th Period	$34.40	$80.00	$12.15	$7.05	$1.16	$0.00	$3.40	$0.00	$0.00	$0.00	$58.16	$75.36

(*)Special Calculation Note :

Other for CW/CE: Education Fund

Ratio :

1 to 3 Journeymen to 2 Apprentices
4 to 6 Journeymen to 4 Apprentices

Construction Wireman and Construction Electrician Ratio:
1 Journeymen to 4 (CW/CE) Employees
An Inside Journeyman Wireman is required on the project at the 5th worker or when apprentices are used.

Jurisdiction (* denotes special jurisdictional note) :

Champaign, Clark, Delaware, Fairfield, Franklin, Madison, Pickaway*, Union

Special Jurisdictional Note :

In Pickaway County the following townships: Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut, Washington.

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 High Tension Pipe Type Cable

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Electrical

Effective Date: 1/7/2026

Effective Date: 1/7/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	$54.94		$7.50	$1.65	$0.55	$0.00	$13.19	$1.00	$0.00	$0.00	$78.83	$106.3
Certified Lineman Welder	$54.94		$7.50	$1.65	$0.55	$0.00	$13.19	$1.00	$0.00	$0.00	$78.83	$106.30
Certified Cable Splicer	$54.94		$7.50	$1.65	$0.55	$0.00	$13.19	$1.00	$0.00	$0.00	$78.83	$106.30
Operator A	$49.20		$7.50	$1.48	$0.49	$0.00	$11.81	$1.00	$0.00	$0.00	$71.48	$96.08
Operator B	$43.52		$7.50	$1.31	$0.44	$0.00	$10.44	$1.00	$0.00	$0.00	$64.21	$85.97
Operator C	$34.93		$7.50	$1.05	$0.35	$0.00	$8.38	$1.00	$0.00	$0.00	$53.21	$70.67
Groundman 0-12 months Exp	$27.47		$7.50	$0.82	$0.27	$0.00	$6.59	$1.00	$0.00	$0.00	$43.65	$57.38
Groundman 0-12 months Exp w/CDL	$30.22		$7.50	$0.91	$0.30	$0.00	$7.25	$1.00	$0.00	$0.00	$47.18	$62.29
Groundman 1 yr or more	$30.22		$7.50	$0.91	$0.30	$0.00	$7.25	$1.00	$0.00	$0.00	$47.18	$62.29
Groundman 1 yr or more w/CDL	$35.71		$7.50	$1.07	$0.36	$0.00	$8.57	$1.00	$0.00	$0.00	$54.21	$72.06
Equipment Mechanic A	$43.52		$7.50	$1.31	$0.44	$0.00	$10.44	$1.00	$0.00	$0.00	$64.21	$85.97
Equipment Mechanic B	$39.22		$7.50	$1.18	$0.39	$0.00	$9.41	$1.00	$0.00	$0.00	$58.70	$78.31
Equipment Mechanic C	$34.92		$7.50	$1.05	$0.35	$0.00	$8.38	$1.00	$0.00	$0.00	$53.20	$70.66
X-Ray Technician	$54.94		$7.50	$1.65	$0.55	$0.00	$13.19	$1.00	$0.00	$0.00	$78.83	$106.30
Apprentice	BHR	Percent										
1st 1000 hrs	$32.96	$60.00	$7.50	$0.99	$0.33	$0.00	$7.91	$1.00	$0.00	$0.00	$50.69	$67.17
2nd 1000 hrs	$35.71	$65.00	$7.50	$1.07	$0.36	$0.00	$8.57	$1.00	$0.00	$0.00	$54.21	$72.06
3rd 1000 hrs	$38.46	$70.00	$7.50	$1.15	$0.38	$0.00	$9.23	$1.00	$0.00	$0.00	$57.72	$76.95

4th 1000 hrs	$41.20	$75.00	$7.50	$1.24	$0.41	$0.00	$9.89	$1.00	$0.00	$0.00	$61.24	$81.84
5th 1000 hrs	$43.95	$80.00	$7.50	$1.32	$0.44	$0.00	$10.55	$1.00	$0.00	$0.00	$64.76	$86.74
6th 1000 hrs	$46.70	$85.00	$7.50	$1.39	$0.47	$0.00	$11.21	$1.00	$0.00	$0.00	$68.27	$91.62
7th 1000 hrs	$49.45	$90.00	$7.50	$1.48	$0.49	$0.00	$11.87	$1.00	$0.00	$0.00	$71.79	$96.52

(*)Special Calculation Note :

Other is Health Reimbursement Account

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Delaware, Fairfield, Fayette, Franklin, Gallia, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Portage, Preble, Richland, Ross, Scioto, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Vinton, Warren, Washington, Wayne

Special Jurisdictional Note :

Details :

Operator "A": John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).
Operator "B": Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.
Operator "C": Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

Special Notes:

When Cable Splicer helpers are used, they must be a Journeyman Lineman.

Pipe installation, holiday testing, welding, cable splicing operation of vacuum pumps and cable pulling equipment and all work requiring the use of hand tools shall be done by Journeymen and Apprentices. Pipe coating, manhole preparations and conditioning, nitrogen connections and flowmeter installation shall be done by or under the direct supervision of a Journeyman.

At least two (2) Journeyman Linemen in addition to certified lineman welders shall be employed to install high voltage pipe.

When pulling cable, at least six (6) of the workmen shall be no less than Journeyman classifications. When pumping oil, only Journeyman Lineman or equipment operators shall be permitted to operate degasifying and oil pumping equipment

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Outside (Central OH Chapter)

Type of Rate: Commercial

Change #: LCN01-2025ib

Craft: Electrical

Effective Date: 6/4/2025

Effective Date: 6/4/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	$46.03		$7.50	$1.38	$0.46	$0.00	$9.20	$0.50	$0.00	$0.00	$65.07	$88.09
Traffic Signal & Lighting Journeyman	$44.43		$7.50	$1.33	$0.44	$0.00	$8.89	$0.50	$0.00	$0.00	$63.09	$85.31
Equipment Operator	$40.44		$7.50	$1.21	$0.40	$0.00	$8.09	$0.50	$0.00	$0.00	$58.14	$78.36
Groundman 0-12 months (W/O CDL)	$24.52		$7.50	$0.74	$0.25	$0.00	$4.90	$0.50	$0.00	$0.00	$38.41	$50.67
Groundman 0-12 Months W/CDL	$26.78		$7.50	$0.80	$0.27	$0.00	$5.36	$0.50	$0.00	$0.00	$41.21	$54.60
Groundman greater than 1 Year W/CDL	$29.07		$7.50	$0.87	$0.29	$0.00	$5.81	$0.50	$0.00	$0.00	$44.04	$58.58
Traffic Signal Apprentices	$		$	$	$	$	$	$	$	$	$	$
1st 1,000 hours	$26.66		$7.50	$0.80	$0.27	$0.00	$5.33	$0.50	$0.00	$0.00	$41.06	$54.39
2nd 1,000 hours	$28.88		$7.50	$0.87	$0.29	$0.00	$5.78	$0.50	$0.00	$0.00	$43.82	$58.26
3rd 1,000 hours	$31.10		$7.50	$0.93	$0.31	$0.00	$6.22	$0.50	$0.00	$0.00	$46.56	$62.11
4th 1,000 hours	$33.32		$7.50	$1.00	$0.33	$0.00	$6.66	$0.50	$0.00	$0.00	$49.31	$65.97
5th 1,000 hours	$35.54		$7.50	$1.07	$0.36	$0.00	$7.11	$0.50	$0.00	$0.00	$52.08	$69.85
6th 1,000 hours	$39.99		$7.50	$1.20	$0.40	$0.00	$8.00	$0.50	$0.00	$0.00	$57.59	$77.59
Apprentice	BHR	Percent										
1st 1,000 Hours	$27.62	$60.00	$7.50	$0.83	$0.28	$0.00	$5.52	$0.50	$0.00	$0.00	$42.25	$56.06
2nd 1,000 Hours	$29.92	$65.00	$7.50	$0.90	$0.30	$0.00	$5.98	$0.50	$0.00	$0.00	$45.10	$60.06
3rd 1,000 Hours	$32.22	$70.00	$7.50	$0.97	$0.32	$0.00	$6.44	$0.50	$0.00	$0.00	$47.95	$64.06
4th 1,000 Hours	$34.52	$75.00	$7.50	$1.04	$0.35	$0.00	$6.90	$0.50	$0.00	$0.00	$50.81	$68.07

5th 1,000 Hours	$36.82	$80.00	$7.50	$1.10	$0.37	$0.00	$7.36	$0.50	$0.00	$0.00	$53.65	$72.07
6th 1,000 Hours	$39.13	$85.00	$7.50	$1.17	$0.39	$0.00	$7.82	$0.50	$0.00	$0.00	$56.51	$76.07
7th 1,000 Hours	$41.43	$90.00	$7.50	$1.24	$0.41	$0.00	$8.28	$0.50	$0.00	$0.00	$59.36	$80.07

(*)Special Calculation Note :

Other is Health Reimburstment Account

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Ashland, Athens, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Highland, Hocking, Jackson, Knox, Lawrence, Licking, Madison, Marion, Meigs, Monroe, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Richland, Ross, Scioto, Tuscarawas, Union, Vinton, Washington

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeyman Lineman, Traffic Signal and Lighting Journeyman or Equipment Operator in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an Apprentice. No more than three (3) Groundmen shall work alone. Jobs with more that three Groundmen shall be supervised by a Groundcrew Foreman, Journeyman Lineman, Journeyman Traffic Signal Technician or an Equipment Operator. Scope of Work: installation and maintenance of highway and street lighting, highway and street sign lighting, electronic message boards and traffic control systems, camera systems, traffic signal work, substation and line construction including overhead and underground projects for private and industrial work as in accordance with the IBEW Constitution. This Agreement includes the operation of all tools and equipment necessary for the installation of the above projects.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Outside Utility Power

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2026ib	Electrical	1/7/2026	1/7/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	$52.03		$7.50	$1.56	$0.52	$0.00	$12.49	$1.00	$0.00	$0.00	$75.10	$101.1
Substation Technician	$52.03		$7.50	$1.56	$0.50	$0.00	$12.49	$1.00	$0.00	$0.00	$75.08	$101.09
Cable Splicer	$54.50		$7.50	$1.64	$0.55	$0.00	$13.08	$1.00	$0.00	$0.00	$78.27	$105.5
Operator A	$46.61		$7.50	$1.40	$0.47	$0.00	$11.19	$1.00	$0.00	$0.00	$68.17	$91.47
Operator B	$41.17		$7.50	$1.23	$0.41	$0.00	$9.87	$1.00	$0.00	$0.00	$61.18	$81.77
Operator C	$33.00		$7.50	$0.99	$0.33	$0.00	$7.92	$1.00	$0.00	$0.00	$50.74	$67.24
Groundman 0-12 months Exp	$26.02		$7.50	$0.78	$0.26	$0.00	$6.24	$1.00	$0.00	$0.00	$41.80	$54.81
Groundman 0-12 months Exp w/CDL	$28.62		$7.50	$0.86	$0.29	$0.00	$6.87	$1.00	$0.00	$0.00	$45.14	$59.45
Groundman 1 yr or more	$28.62		$7.50	$0.86	$0.29	$0.00	$6.87	$1.00	$0.00	$0.00	$45.14	$59.45
Groundman 1 yr or more w/CDL	$33.82		$7.50	$1.01	$0.34	$0.00	$8.12	$1.00	$0.00	$0.00	$51.79	$68.70
Equipment Mechanic A	$41.17		$7.50	$1.23	$0.41	$0.00	$9.87	$1.00	$0.00	$0.00	$61.18	$81.77
Equipment Mechanic B	$37.09		$7.50	$1.11	$0.37	$0.00	$8.90	$1.00	$0.00	$0.00	$55.97	$74.52
Equipment Mechanic C	$33.00		$7.50	$0.99	$0.33	$0.00	$7.92	$1.00	$0.00	$0.00	$50.74	$67.24
Line Truck w/auger	$36.40		$7.50	$1.09	$0.36	$0.00	$8.71	$1.00	$0.00	$0.00	$55.06	$73.26
Apprentice	BHR	Percent										
1st 1000 hrs	$31.22	$60.00	$7.50	$0.94	$0.31	$0.00	$7.49	$1.00	$0.00	$0.00	$48.46	$64.07
2nd 1000 hrs	$33.82	$65.00	$7.50	$1.01	$0.34	$0.00	$8.12	$1.00	$0.00	$0.00	$51.79	$68.70
3rd 1000 hrs	$36.42	$70.00	$7.50	$1.09	$0.36	$0.00	$8.74	$1.00	$0.00	$0.00	$55.11	$73.32

4th 1000 hrs	$39.02	$75.00	$7.50	$1.17	$0.39	$0.00	$9.37	$1.00	$0.00	$0.00	$58.45	$77.96
5th 1000 hrs	$41.62	$80.00	$7.50	$1.25	$0.44	$0.00	$9.99	$1.00	$0.00	$0.00	$61.80	$82.61
6th 1000 hrs	$44.23	$85.00	$7.50	$1.33	$0.44	$0.00	$10.61	$1.00	$0.00	$0.00	$65.11	$87.22
7th 1000 hrs	$46.83	$90.00	$7.50	$1.40	$0.47	$0.00	$11.24	$1.00	$0.00	$0.00	$68.44	$91.86

(*)Special Calculation Note :

Other: Health Reimbursement Account

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Delaware, Fairfield, Fayette, Franklin, Gallia, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Portage, Preble, Richland, Ross, Scioto, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Vinton, Warren, Washington, Wayne

Special Jurisdictional Note :

Details :

Operator "A": John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).
Operator "B": Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.
Operator "C": Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Electrical Local 71 Underground Residential Distribution

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Electrical

Effective Date: 1/7/2026

Effective Date: 1/7/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
URD Electrican	$39.42		$7.50	$1.18	$0.39	$0.00	$9.43	$1.00	$0.00	$0.00	$58.92	$78.63
Equipment Operator A	$35.24		$7.50	$1.06	$0.35	$0.00	$8.46	$1.00	$0.00	$0.00	$53.61	$71.23
Equipment Operator B	$32.34		$7.50	$0.97	$0.32	$0.00	$7.76	$1.00	$0.00	$0.00	$49.89	$66.06
Directional Drill Locator	$35.24		$7.50	$1.06	$0.35	$0.00	$8.46	$1.00	$0.00	$0.00	$53.61	$71.23
Directional Drill Operator	$32.34		$7.50	$0.97	$0.32	$0.00	$7.76	$1.00	$0.00	$0.00	$49.89	$66.06
Groundman 0-12 months Exp	$25.50		$7.50	$0.77	$0.26	$0.00	$6.12	$1.00	$0.00	$0.00	$41.15	$53.90
Groundman 0-12 months Exp w/CDL	$28.15		$7.50	$0.84	$0.28	$0.00	$6.76	$1.00	$0.00	$0.00	$44.53	$58.60
Groundman 1 yr or more	$28.15		$7.50	$0.84	$0.28	$0.00	$6.76	$1.00	$0.00	$0.00	$44.53	$58.60
Groundman 1 yr or more w/CDL	$33.47		$7.50	$1.00	$0.33	$0.00	$8.03	$1.00	$0.00	$0.00	$51.33	$68.06
Apprentice	BHR	Percent										
1st 1000 hrs	$31.54	$80.00	$7.50	$0.95	$0.32	$0.00	$7.57	$1.00	$0.00	$0.00	$48.88	$64.65
2nd 1000 hrs	$33.51	$85.00	$7.50	$1.01	$0.34	$0.00	$8.04	$1.00	$0.00	$0.00	$51.40	$68.16
3rd 1000 hrs	$35.48	$90.00	$7.50	$1.06	$0.35	$0.00	$8.51	$1.00	$0.00	$0.00	$53.90	$71.64
4th 1000 hrs	$37.45	$95.00	$7.50	$1.12	$0.37	$0.00	$8.99	$1.00	$0.00	$0.00	$56.43	$75.16

(*)Special Calculation Note :

Other: Health Reimburstment Account

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Delaware, Fairfield, Fayette, Franklin, Gallia, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Portage, Preble, Richland, Ross, Scioto, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Vinton, Warren, Washington, Wayne

Special Jurisdictional Note :

Details :

This work applies to projects designated for any outside Underground Residential Distribution construction work for electrical utilities, municipalities and rural electrification projects.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Ironworker Local 172

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
OCR01-2025ib	Ironworker	11/5/2025	11/5/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker	$40.87		$9.50	$9.50	$0.71	$0.00	$3.50	$0.00	$0.00	$0.00	$64.08	$84.52
Rigger Welder Reinforcing Sheeter Fence Erector Machinery Mover	$40.87		$9.50	$9.50	$0.71	$0.00	$3.50	$0.00	$0.00	$0.00	$64.08	$84.52
Apprentice	BHR	Percent										
1st Year 0-1500 Hours	$28.61	$70.00	$9.50	$9.50	$0.71	$0.00	$3.50	$0.00	$0.00	$0.00	$51.82	$66.12
2nd Year 1501-3000 Hours	$32.70	$80.00	$9.50	$9.50	$0.71	$0.00	$3.50	$0.00	$0.00	$0.00	$55.91	$72.25
3rd Year 3001-4500 Hours	$36.79	$90.02	$9.50	$9.50	$0.71	$0.00	$3.50	$0.00	$0.00	$0.00	$60.00	$78.40

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Champaign*, Clark*, Crawford*, Delaware, Fairfield, Fayette*, Franklin, Hardin*, Highland*, Hocking, Jackson*, Knox, Licking, Logan*, Madison*, Marion, Morrow, Perry, Pickaway, Pike, Ross, Union, Vinton, Wyandot*, Muskingum*

Special Jurisdictional Note :

Champaign County Twps included: Wayne, Rush, Goshen
Clark County Twps included: Vienna, Catawba and portions of Harmony and Pleasant
Crawford County Twps included: Bucyrus, Dallas, Jefferson, Jackson, Whetstone, Polk, Sandusky
Fayette County Twps included: Paint, Marion, Perry, Madison, Wayne, Union
Hardin County Twps included: McDonald, Taylorcreek, Hale, Dudley, Pleasant, Goshen, Blanchard, Lynn, Jackson, Buck, Cessna, Marion, Washington
Highland County Twps included: Madison. Jackson County Twps included: Liberty, Washington, Milton, Jackson, Coal, Wilkesville
Logan County Twps included: Monroe, Zane, Jefferson, Perry, Rush Creek, Bokes Creek
Madison County Twps included: Range, Paint, Fairfield, Sommerford, Jefferson, Pike, Canaan, Pleasant, Oak Run, Union, Deer Creek, Monroe, Darby
Muskingum County Twps include: Jackson, Licking, Hope Well, Newton, Clay, Cass, Muskingum falls, Springfield, Madison, Washington, Wayne, Brush Creek
Pike County Twps included: Perry, Benton, Mifflin, Sunfish, Newton, Prebble, Pee Pee, Seal, Beaver, Jackson
Wyandot County Twps included: Jackson, Marseilles, Mifflin, Pitt, Antrim

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Labor HevHwy 3

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN02-2025ib	Laborer	6/11/2025	6/11/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	$37.27		$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$53.37	$72.01
Group 2	$37.44		$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$53.54	$72.26
Group 3	$37.77		$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$53.87	$72.76
Group 4	$38.22		$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$54.32	$73.43
Watch Person	$32.00		$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$48.10	$64.10
Apprentice	BHR	Percent										
0-1000 hrs	$29.82	$80.00	$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$45.92	$60.82
1001-2000 hrs	$31.68	$85.00	$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$47.78	$63.62
2001-3000 hrs	$33.54	$90.00	$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$49.64	$66.41
3001-4000 hrs	$35.41	$95.00	$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$51.51	$69.21
More than 4000 hrs	$37.27	$100.00	$8.60	$4.45	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$53.37	$72.01

(*)Special Calculation Note :

Watchmen have no Apprentices. Tunnel Laborer rate with air-pressurized add $1.00 to the above wage rate. Commercial Driver's License – Any Laborer required to utilize a valid Commercial Driver's License (CDL), are in compliance with necessary FMCSA regulations and approved by the Contractor to operate a Commercial Motor Vehicle (CMV), shall be paid one dollar ($1.00) per hour above the base rate for the entirety of their working shift.

Ratio :

1 Journeymen to 1 Apprentice 3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Madison, Marion, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Richland, Ross, Scioto, Seneca, Shelby, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wyandot

Special Jurisdictional Note :

Hod Carriers and Common Laborers - Heavy, Highway, Sewer, Waterworks, Utility, Airport, Railroad, Industrial and Building Site, Sewer Plant, Waste Water Treatment Facilities Construction

Details :

Group 1 Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control. *Bridge Man will perfomr work as per the October 31, 1949, memorandum on concrete forms, byand between the United Brotherhood of Caprpenters and Joiners of Americ and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by memebers of the Laborers' International Union of North America." Group 2 Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air),Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), ***Lead Abatement, Hazardous Waste (level C) ***Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process. Group 3 Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarner, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling. Group 4 Miner,Welder, Gunite Nozzle Person A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc. The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Labor Local 423

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2025ib	Laborer	6/1/2025	6/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	$32.98		$8.60	$4.45	$0.40	$0.00	$1.00	$0.00	$0.10	$0.00	$47.53	$64.02
Group 2	$33.29		$8.60	$4.45	$0.40	$0.00	$1.00	$0.00	$0.10	$0.00	$47.84	$64.49
Group 3	$33.60		$8.60	$4.45	$0.40	$0.00	$1.00	$0.00	$0.10	$0.00	$48.15	$64.95
Group 4	$33.91		$8.60	$4.45	$0.40	$0.00	$1.00	$0.00	$0.10	$0.00	$48.46	$65.42
Apprentice	BHR	Percent										
0-1000 hrs	$23.09	$70.00	$8.60	$4.45	$0.40	$0.00	$1.00	$0.00	$0.10	$0.00	$37.64	$49.18
1001-2000 hrs	$26.38	$80.00	$8.60	$4.45	$0.40	$0.00	$1.00	$0.00	$0.10	$0.00	$40.93	$54.13
2001-3000 hrs	$29.68	$90.00	$8.60	$4.45	$0.40	$0.00	$1.00	$0.00	$0.10	$0.00	$44.23	$59.07
3001-4000 hrs	$31.33	$95.00	$8.60	$4.45	$0.40	$0.00	$1.00	$0.00	$0.10	$0.00	$45.88	$61.55
More than 4000 hrs	$32.98	$100.00	$8.60	$4.45	$0.40	$0.00	$1.00	$0.00	$0.10	$0.00	$47.53	$64.02

(*)Special Calculation Note :

Ratio :

1 Journeymen to 1 Apprentice 4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Fairfield, Fayette, Franklin, Hocking, Licking, Madison, Pickaway, Union

Special Jurisdictional Note :

Details :

Group 1: General Laborers, Carpenter Tender, Cathodic Protection, Cleaning Debris, Cleaning of all Material, General Clean-up including Vacuum Cleaning, Scraping and Cleaning of Walls and Floors, Landscape, Installation and Removal of Fencing, Sod Layers, All Portable Heaters, Flagman, Loading and Unloading of all Trucks, Handling and conveying all Materials, Washing of all Windows, Conveyer Belt, All Water Pumps up to and including three (3) inch intake, Watchman, Water Boy and Tool Room Attendant. Group 1- Swimming Pools, Pool Decks, Surrounding Sidewalk and Parking Garages. Group 2: Skid Steer, Concrete Specialists, Brick Tender, Stone Mason Tender, Plaster Tender, Mortar Mixer and Operator, Cement Mason Tender, Construction Specialist, All Scaffold Builders (Swinging Scaffolds), Lagging, Bush Hammering,Jack Hammer Operator, Air or Electric Pneumatic Tool Operator, Power Driven Tools, Power Buggy Operators, Pouring and Placement of all concrete, Fork Lift Operators, Power Wheelbarrow Operators, Asphalt and Blacktop Rakers, Wrecker/Demolition, Sand Blasting and Chipping, Welders on Demolition, Grade Checkers, a person on a bucket pouring concrete, Gunite Nozzle man, Wagon and Churn Drill Operator, Concrete Saw Operator, Brush Feeders on pulverizers, Pipe Layers, Bottom Man, Laser Gun, Burners, Sand Blasting of concrete, Vibrator Man, Steward, Signal Man, Caisson, Caisson Bottom Man, Piledrivers, Asbestos and Lead Abatement Laborers. Hazardous Waste (Level B): Any work requiring the following protective equipment must be paid at Group 2 rate, A protective suit and an Air Purifying Respirator (APR) with the appropriate filter canisters. The ensemble is used when contaminants are reliably known not to be hazardous to the skin and not IDLH (Immediately Dangerous To Life or Health) and correct filter protection is available. This ensemble offers adequate protection for many jobs. Heat stress may be a problem due to inherent restrictions to breathing in an APR. Also, normal job related injury risk will be nearly as high as for Level C Equipment. Group 3 Hazardous (Level C:) Any work requiring the following protective equipment must be paid at Group 3 rate, A chemically resistant splash suit and a (SCBA) or Airline Respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries, but the risk of skin exposure is not as great as in Level D situations. Then Level C ensemble gives the second highest level of protection, but also puts physical stress on the worker; primarily heat stress, reduced vision,dexterity and mobility directly attributable to wearing of the protective equipment. Therefore, in addition to the hazardous material, the hazard of the normal job related injuries is greatly increased. Group 4 Hazardous Waste (Level D) requiring the following protective equipment must be paid at Group 4 rate, Protective equipment is required when the area has been known to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and /or Immediately Dangerous to Life and Health (IDLH). This ensemble includes fully encapsulated chemical suit (moon suit), Self Contained Breathing Apparatus (SCBA), or Airline Fed Respirator, and various types and numbers of boots and gloves, cool vests and voice activated radios are optional equipment sometimes worn. Level D ensembles provide the highest level of protection from contaminants but places the greatest physical and mental stress on the worker. The claustrophobic environment of the moon suit causes anxiety in most people, which greatly increases the already inherent heat stress problems. Also, this ensemble reduces vision, mobility, dexterity, and communication capacity, all of which increases the risk of normal job related injuries, ie., slips ,falls, caught between, etc . Hazardous Pay of $0.25 per hour shall be paid in addition to classifications shown above Swing Scaffolds (suspended by rope or pulley), and swing scaffolds for grain storage tank or grain elevators, when the work is performed at a height of fifty (50) feet or more above the foundations or grade level, whichever is higher. Caisson work and tunnel work (depth being 15 feet or deeper) Hazardous Waste Removal & Lead Abatement Workers: Exclusive or "Hot" area with toxic or hazardous materials, when one of the following personal protective equipment ensembles will be required for necessary protection against toxic contaminants. All of the ensembles increase the risks of certain types of worker-related injuries. When Laborers complement another craft receiving premium rate of pay Laborers will also receive premium pay for this "HOT" type of work.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Operating Engineers - Building Local 18 - Zone III

Type of Rate: Commercial

Change #: LCN01-2025ib

Craft: Operating Engineer

Effective Date: 5/1/2025

Effective Date: 5/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Group A	$45.84		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$62.74	$85.66
Operator Group B	$45.72		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$62.62	$85.48
Operator Group C	$44.68		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$61.58	$83.92
Operator Group D	$43.50		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$60.40	$82.15
Operator Group E	$38.04		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$54.94	$73.96
Master Mechanic	$46.84		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$63.74	$87.16
Lift Director	$46.84		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$63.74	$87.16
Cranes & Mobile Concrete Pumps 150'-180'	$46.34		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$63.24	$86.41
Cranes & Mobile Concrete Pumps 180'-249'	$46.84		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$63.74	$87.16
Cranes & Mobile Concrete Pumps 249' and over	$47.09		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$63.99	$87.54
Apprentice	BHR	Percent										
1st Year	$22.92	$50.00	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$39.82	$51.28
2nd Year	$27.50	$60.00	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$44.40	$58.16
3rd Year	$32.09	$70.00	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$48.99	$65.03
4th Year	$36.67	$80.00	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$53.57	$71.91
Field Mechanic Trainee	$	$	$	$	$	$	$	$	$	$	$	$
1st Year	$27.50	$60.00	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$44.40	$58.16
2nd Year	$32.09	$70.00	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$48.99	$65.03
3rd Year	$36.67	$80.00	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$53.57	$71.91
4th Year	$41.26	$90.00	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$58.16	$78.78

(*)Special Calculation Note :

Other: Education & Safety Misc: National Training

Ratio :

For every (3) Operating Engineer Journeymen employed by the company there may be employed (1) Registered Apprentice or trainee Engineer through the referral when they are available. An apprenice, while employed as part of a crew per Article VIII, paragraph 77, will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Coshocton, Crawford, Darke, Defiance, Delaware, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Madison, Marion, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wyandot

Special Jurisdictional Note :

Details :

Note: There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Group A- Barrier Moving Machines; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types); Compact Cranes, track or rubber over 4,000 pounds capacity; Cranes self-erecting, stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Forklift (rough terrain with winch/hoist); Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use); Horizonal Directional Drill; Hydraulic Gantry (lift system); Laser Finishing Machines; Laser Screed and like equipment; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Operator/Technician(Mechanic Operator/Technician and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device); Rotary Drills (all), used on caissons for foundations and sub-structure; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24” wide); Tug Boats. Group B - Articulating/end dumps (minus $4.00/hour from Group B rate); Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs.; Bulldozers; CMI type Equipment; Concrete Saw, Vermeer-type; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats;, Rotomills (all), grinders and planers of all types. Group C - A-Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or Skid Steer Loader with or without attachments; Boilers (15 lbs. pressure and over); All Concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drills - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled), Buck Hoists, Transport Platforms, Construction Elevators; Hydro Vac/Excavator (when a second person is needed, the rate of pay will be “Class E”); Man Lifts; Material hoist/elevators; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie (Inserter/Remover); Rotovator (Lime-Soil Stabilizer); Submersible Pumps (4”and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24” and under); Utility Operators. Group D - Backfillers and Tampers; Ballast Re-locator; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Mixers, more than one bag capacity; Concrete Mixers, one bag capacity (side loaders); All Concrete Pumps (without boom with 4” or smaller system); Concrete Spreader; Conveyors, used for handling building materials; Crushers; Deckhands; Drum Fireman (in asphalt plants); Farm type tractors pulling attachments; Finishing Machines; Form Trenchers; Generators: Gunite Machines; Hydro-seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2”) discharge); Road Widening Trenchers; Rollers (except asphalt); Self-propelled sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepsfoot post roller or grader; VAC/ALLS; Vibratory Compactors, with integral power; Welders. Group E – Allen Screed Paver (concrete); Boilers (less than 15 lbs. pressure); Cranes-Compact, track or rubber (under 4,000 pounds capacity); Directional Drill “Locator”; Fueling and greasing +$3.00; Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson, Submersible Pumps (under 4” discharge). Master Mechanics - Master Mechanic Cranes 150’ – 180’ - Boom & Jib 150 - 180 feet Cranes 180’ – 249’ - Boom & Jib 180 - 249 feet Cranes 250’ and over - Boom & Jib 250 feet or over

Prevailing Wage Rate
Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Type of Rate: Commercial

Change #: LCN01-2025ib

Craft: Operating Engineer

Effective Date: 5/1/2025

Effective Date: 5/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class A	$45.84		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$62.74	$85.66
Operator Class B	$45.72		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$62.62	$85.48
Operator Class C	$44.68		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$61.58	$83.92
Operator Class D	$43.50		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$60.40	$82.15
Operator Class E	$38.04		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$54.94	$73.96
Master Mechanic	$46.84		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$63.74	$87.16
Lift Director	$46.84		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$63.74	$87.16
Crane and Mobile Concrete Pump 150' - 179'	$46.34		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$63.24	$86.41
Crane and Mobile Concrete Pump 180' - 249'	$46.84		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$63.74	$87.16
Crane and Mobile Concrete Pump 250' and Ove	$47.09		$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$63.99	$87.54
Apprentice	BHR	Percent										
1st Year	$22.92	$50.00	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$39.82	$51.28
2nd Year	$27.50	$60.00	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$44.40	$58.16
3rd Year	$32.09	$70.00	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$48.99	$65.03
4th Year	$36.67	$80.00	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$53.57	$71.91
Field Mech Trainee	$	$	$	$	$	$	$	$	$	$	$	$
1st year	$27.50	$60.00	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$44.40	$58.16
2nd year	$32.09	$70.00	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$48.99	$65.03
3rd year	$36.67	$80.00	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$53.57	$71.91
4th year	$41.26	$90.00	$9.51	$6.25	$0.95	$0.00	$0.00	$0.09	$0.00	$0.10	$58.16	$78.78

(*)Special Calculation Note :

Other: Education & Safety Fund Misc: National Training

Ratio :

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph 68 will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Coshocton, Crawford, Darke, Defiance, Delaware, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Lucas, Madison, Marion, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood, Wyandot

Special Jurisdictional Note :

Details :

**Apprentices wilt receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Class A - Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete Mixers & Towers; Concrete Plants (over 4 yd capacity); Concrete Pumps; Cranes (all types); Compact Cranes track or rubber over 4,000 pounds capacity; Cranes self-erecting stationary, track or truck; Derricks (all types); Draglines; Dredges dipper, clam or suction; Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial-type Tractors; Jet Engine Dryer (D8 or D9) diesel Tractors; Locomotives (standard gauge); Maintenance Operators/Technicians (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Rough Terrain Fork Lift with winch/hoist; Side Booms; Slip Form Pavers; Survey Crew Party Chiefs; Tower Derricks; Tree Shredders; Trench Machines (over 24" wide); Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators. Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under). Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus $4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and Generators. Class D – Backfillers and Tampers; Ballast Re-locator; Bar and Joint Installing Machines; Batch Plant Operators; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yds. and under); Concrete Saws (multiple); Conveyors (highway); Crushers; Deckhands; Farm type tractors, with attachments (highway); Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway), except masonry; Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers (hydraulic or cable); Plant Mixers; Post Drivers; Post Hole Diggers; Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Steam Firemen; Survey Instrument men; Tractors, pulling sheepsfoot rollers or graders; Vibratory Compactors, with integral power. Class E - Compressors (portable, Sewer, Heavy and Highway); Cranes-Compact, track or rubber under 4,000 pound capacity; Drum Firemen (asphalt plant); Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add $3.00/hr); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oil Heaters (asphalt plant); Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson; Survey Rodmen or Chairmen; Tire Repairmen; VAC/ALLS. Master Mechanic - Master Mechanic Cranes and Mobile Concrete Pumps 150' -179' - Boom & Jib 150 - 179 feet Cranes and Mobile Concrete Pumps 180' - 249' - Boom & Jib 180 - 249 feet Cranes and Mobile Concrete Pumps 250' and over - Boom & Jib 250 feet or over

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 1275

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN02-2025sks	Painter	11/12/2025	11/12/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Brush, Roll & Wall Washing	$28.91		$6.80	$10.30	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$46.36	$60.82
Apprentice	BHR	Percent										
0-1500 hrs	$23.13	$80.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$31.23	$42.80
1501-3000 hrs	$24.57	$85.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$32.67	$44.96
3001-4500 hrs	$26.02	$90.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$34.12	$47.13
4501-6000 hrs	$27.46	$95.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$35.56	$49.29

(*)Special Calculation Note :

A premium for “Structural Steel, Swingstage” shall pay $.30 per hour worked.
A premium for “Spray” shall pay $.75 per hour worked.
A premium for “Vinyl Hanging” shall pay $.75 per hour worked.
A premium for “Sandblast, steamclean, water blast (Above 3500 psi) and hazardous” shall pay $.70 per hour worked.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Muskingum, Perry, Pickaway, Ross, Union

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 1275 HevHwy

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN02-2025ib	Painter	11/12/2025	11/12/2025

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Bridge Class 1 Bridge Blaster	$38.97	$6.80	$10.30	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$56.42	$75.91
Painter Bridges Class 2 Rigger, Containment Builder, Spot Blaster	$35.97	$6.80	$10.30	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$53.42	$71.41
Painter Bridges Class 3 Equipment Operator/ Field Mechanic, Grit Reclamation, Paint Mix, Traffic Control, Boat Person, Driver (0-5 Years Exp.)	$28.97	$6.80	$10.30	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$46.42	$60.91
Painter Bridges Class 3 Equipment Operator/ Field Mechanic, Grit Reclamation, Paint Mix, Trafiic Control, Boat Person, Driver (plus 5 Years Exp.)	$31.97	$6.80	$10.30	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$49.42	$65.41

Painter Bridges Class 4 Concrete Sealing, Concrete Blasting Power Washing	$27.97		$6.80	$10.30	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$45.42	$59.41
Painter Bridges Class 5 Quality Control, Quality Assurance, Traffic Safety Competent Person	$31.97		$6.80	$10.30	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$49.42	$65.41
Apprentice	BHR	Percent										
1st 0-1500 hrs	$31.18	$80.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$39.28	$54.87
2nd 1501-3000 hrs	$33.12	$85.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$41.22	$57.78
3rd 3001-4500 hrs	$35.07	$90.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$43.17	$60.71
4th 4501-6000 hrs	$37.02	$95.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$45.12	$63.63

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Muskingum, Perry, Pickaway, Ross, Union

Special Jurisdictional Note :

Details :

Heavy Highway Class 1 are qualified painters,blasters,riggers. Class 2 Equipment Tenders /or containment Builders are hired to tend employers equipment also engage in the building & moving of containment systems. Class 3 support personnel will perform Quality control duties,clean abrasive blast materials, load and unload trucks, handle all materials, man safety boats, & handle traffic control. NACE Level I, II, III or equivalent with at least five (5) years Journeyman QC experience shall pay Class 5 rate plus premium of $4.00 per hour worked.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 1275 Industrial

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN02-2025ib	Painter	11/12/2025	11/12/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Brush Roll	$30.36		$6.80	$10.30	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$47.81	$62.99
Apprentice	BHR	Percent										
0-1500 hrs	$24.29	$80.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$32.39	$44.54
1501-3000 hrs	$25.81	$85.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$33.91	$46.81
3001-4500 hrs	$27.32	$90.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$35.42	$49.08
4501-6000 hrs	$28.84	$95.00	$6.80	$0.95	$0.35	$0.00	$0.00	$0.00	$0.00	$0.00	$36.94	$51.36

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Muskingum, Perry, Pickaway, Ross, Union

Special Jurisdictional Note :

Details :

Definition of Industrial Classification: Industrial Facilities to be included in the Industrial Classification shall include; Water Treatment, Waste Water Treatment, Natural Gas and related facilities, refineries, transmission pipe lines, electrical transmission towers and or switching /sub stations and Power Plants. Exclusions from the industrial classification are Power Plants that generate power to a single customer; such as an emergency power supplier or a Hospital, Information Technology Facility, Sporting/Event or Arena/Stadium type facility. This exclusion would also be given to any commercial office space located within the facilities property. The excluded spaces shall be done under the Commercial Wage rates.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 639 Sign and Display

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2025ib	Painter	6/18/2025	6/18/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Top Mechanic Class A	$27.53		$4.50	$0.00	$0.00	$0.00	$0.00	$1.45	$0.00	$0.00	$33.48	$47.25
Top Mechanic Class B	$27.53		$4.50	$0.75	$0.00	$0.53	$0.00	$1.45	$0.00	$0.00	$34.76	$48.53
Top Helper Class A	$22.33		$4.50	$0.00	$0.00	$0.00	$0.00	$1.20	$0.00	$0.00	$28.03	$39.20
Top Helper Class B	$22.33		$4.50	$0.75	$0.00	$0.43	$0.00	$1.20	$0.00	$0.00	$29.21	$40.38
Helper Class A	$17.19		$4.50	$0.00	$0.00	$0.00	$0.00	$0.90	$0.00	$0.00	$22.59	$31.19
Helper Class B	$17.19		$4.50	$0.75	$0.00	$0.30	$0.00	$0.90	$0.00	$0.00	$23.64	$32.24
New Hire (90 Days)	$15.75		$4.50	$0.00	$0.00	$0.00	$0.00	$0.55	$0.00	$0.00	$20.80	$28.68
Apprentice	BHR	Percent										

(*)Special Calculation Note :

Other: Sick, Personal & Holiday Pay Swing Stage Rate: Employees shall receive a differential of $1.50 per hour for all hours worked on scaffolds four sections or higher, including any boom lifts and swing stage scaffolds. In addition, the rigging and derigging of hanging/suspended swing stage systems and rappelling/bolson chair work of a single employee will qualify for $1.50 differential, will be paid to a single lead Top Mechanic or single lead Top Helper on any given swing stage job, even when it includes multiple running rigs on a single jobsite.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Geauga, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood, Wyandot

Special Jurisdictional Note :

Details :

The work performed by employees covered by this rate shall include cleaning and refinishing of architectural metals using chemicals, solvents, coatings and hand-applied lacquer thinner, removing scratches from mirror finished metals, burnishing of bronze, statuary finishes on exterior and interior surfaces during the course of the restoration and maintenance of architectural metals, and other specialty metal finishing work, and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding. Class A: Less Than 1 Year of Service Class B: More Than 1 Year of Service Top Mechanic: Top Mechanic shall be responsible for ensuring the highest quality of workmanship by Helpers, and be highly competent and knowledgeable in the following areas: coatings, both solvent and waterborne, spraying ability, stainless steel, aluminum and bronze finishing, scaffolding and swing stage work. The Top Mechanic shall also be responsible for providing necessary training of employees in lower classifications and for directing all employees in his/her crew to perform their responsibilities in a productive and efficient manner. Top Helper: For existing Top Helpers at the time of this Agreement shall, in addition to performing the responsibilities of a Helper, be responsible and accountable for the setup, breakdown, safety and quality of the Company's product. Helper: A Helper shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, setting up and breaking down scaffolding and swing stages, preparing surfaces for refinishing, including but not limited to masking and stripping, cleaning, oxidizing, polishing and scratch removal on various finishes.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Painter Local 639 Zone 2 Sign

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2025ib	Painter	5/28/2025	5/28/2025

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Sign Journeyman Tech/Team Leader Class A	$26.56	$3.36	$0.21	$0.00	$0.00	$0.00	$0.72	$0.00	$0.00	$30.85	$44.13
Painter Sign Journeyman Tech/Team Leader Class B	$26.56	$3.36	$0.21	$0.00	$0.51	$0.00	$0.72	$0.00	$0.00	$31.36	$44.64
Painter Sign Journeyman Tech/Team Leader Class C	$26.56	$3.36	$0.21	$0.00	$1.02	$0.00	$0.72	$0.00	$0.00	$31.87	$45.15
Painter Sign Journeyman Tech/Team Leader Class D	$26.56	$3.36	$0.21	$0.00	$1.53	$0.00	$0.72	$0.00	$0.00	$32.38	$45.66
Sign Journeyman Class A	$26.27	$3.36	$0.21	$0.00	$0.00	$0.00	$0.71	$0.00	$0.00	$30.55	$43.69
Sign Journeyman Class B	$26.27	$3.36	$0.21	$0.00	$0.51	$0.00	$0.71	$0.00	$0.00	$31.06	$44.20
Sign Journeyman Class C	$26.27	$3.36	$0.21	$0.00	$1.01	$0.00	$0.71	$0.00	$0.00	$31.56	$44.70
Sign Journeyman Class D	$26.27	$3.36	$0.21	$0.00	$1.52	$0.00	$0.71	$0.00	$0.00	$32.07	$45.21
Tech Sign Fabrication/ Erector Class A	$20.67	$3.36	$0.21	$0.00	$0.00	$0.00	$0.56	$0.00	$0.00	$24.80	$35.14
Tech Sign Fabrication/ Erector Class B	$20.67	$3.36	$0.21	$0.00	$0.40	$0.00	$0.56	$0.00	$0.00	$25.20	$35.54

Tech Sign Fabrication/ Erector Class C	$20.67		$3.36	$0.21	$0.00	$0.80	$0.00	$0.56	$0.00	$0.00	$25.60	$35.94
Tech Sign Fabrication/ Erector Class D	$20.67		$3.36	$0.21	$0.00	$1.19	$0.00	$0.56	$0.00	$0.00	$25.99	$36.33
Apprentice	BHR	Percent										

(*)Special Calculation Note :

Other is for paid holidays.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Auglaize, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Greene, Hamilton, Hancock, Hardin, Henry, Highland, Holmes, Huron, Jackson, Knox, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Mercer, Miami, Montgomery, Morrow, Muskingum, Ottawa, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Trumbull, Tuscarawas, Union, Van Wert, Warren, Wayne, Williams, Wood, Wyandot

Special Jurisdictional Note :

Details :

Class A: less that 1 year. Class B: 1-3 years. Class C; 3-10 years. Class D: More than 10 years.

Prevailing Wage Rate
Skilled Crafts

Name of Union: Plumber Pipefitter Local 189

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Plumber Pipefitter

Effective Date:
12/10/2025

Effective Date:
12/10/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plumber Pipefitter	$53.00		$10.39	$7.49	$1.45	$0.00	$8.26	$0.00	$0.00	$0.00	$80.59	$107.0
Apprentice	BHR	Percent										
1st Year	$23.85	$45.00	$5.00	$0.00	$1.45	$0.00	$0.00	$0.10	$0.00	$0.00	$30.40	$42.33
2nd Year	$26.50	$50.00	$10.39	$5.60	$1.45	$0.00	$0.00	$0.10	$0.00	$0.00	$44.04	$57.29
3rd Year	$29.15	$55.00	$10.39	$5.60	$1.45	$0.00	$0.00	$0.10	$0.00	$0.00	$46.69	$61.27
4th Year	$34.45	$65.00	$10.39	$5.60	$1.45	$0.00	$5.76	$0.10	$0.00	$0.00	$57.75	$74.98
5th Year	$42.40	$80.00	$10.39	$5.60	$1.45	$0.00	$7.76	$0.10	$0.00	$0.00	$67.70	$88.90

(*)Special Calculation Note :

*Other is International Training

Ratio :

1 Journeyman to 1 Apprentice
2 Journeymen to 1 Apprentices thereafter

Jurisdiction (* denotes special jurisdictional note) :

Delaware, Fairfield, Franklin, Hocking, Licking, Madison, Marion, Perry, Pickaway, Ross, Union

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Sheet Metal Local 24 (Columbus)

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2025ib	Sheet Metal Worker	6/11/2025	6/11/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	$41.10		$10.23	$12.56	$1.26	$0.00	$4.12	$0.00	$0.00	$0.00	$69.27	$89.82
Apprentice	BHR	Percent										
1st Year	$23.43	$57.00	$8.42	$2.19	$1.05	$0.00	$0.00	$0.00	$0.00	$0.00	$35.09	$46.80
2nd Year	$26.72	$65.00	$9.61	$8.17	$1.05	$0.00	$0.00	$0.00	$0.00	$0.00	$45.55	$58.90
3rd Year	$30.83	$75.00	$9.84	$9.42	$1.26	$0.00	$3.09	$0.00	$0.00	$0.00	$54.44	$69.85
4th Year	$34.94	$85.00	$9.99	$10.67	$1.26	$0.00	$3.50	$0.00	$0.00	$0.00	$60.36	$77.82

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice 2 Journeymen to 2 Apprentices 3 Journeymen to 3 Apprentices 4 Journeymen to 4 Apprentices 5-7 Journeymen to 5 Apprentices 8-10 Journeymen to 6 Apprentices 11-13 Journeyman to 7 Apprentices 14-16 Journeyman to 8 Apprentices 17-19 Journeymen to 9 Apprentices 20-22 Journeymen to 10 Apprentices 23-25 Journeymen to 11 Apprentices 26-28 Journeymen to 12 Apprentices 29-31 Journeymen to 13 Apprentices 32-34 Journeymen to 14 Apprentices 35-37 Journeymen to 15 Apprentices 38-40 Journeymen to 16 Apprentices and so on

Jurisdiction (* denotes special jurisdictional note) :

Adams, Athens, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Hocking, Jackson, Knox, Lawrence, Licking, Madison, Marion, Meigs, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Scioto, Union, Vinton

Special Jurisdictional Note :

Details :

Prevailing Wage Rate
Skilled Crafts

Name of Union: Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & HevHwy Class 1

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Truck Driver

Effective Date:
5/28/2025

Effective Date:
5/28/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1	$34.26		$9.25	$9.60	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$53.51	$70.64
Apprentice	BHR	Percent										
First 6 months	$27.41	$80.00	$9.25	$9.60	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$46.66	$60.36
7-12 months	$29.12	$85.00	$9.25	$9.60	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$48.37	$62.93
13-18 months	$30.83	$90.00	$9.25	$9.60	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$50.08	$65.50
19-24 months	$32.55	$95.00	$9.25	$9.60	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$51.80	$68.07
25-30 months	$34.26	$100.00	$9.25	$9.60	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$53.51	$70.64

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood, Wyandot

Special Jurisdictional Note :

Details :

CLASS 1: Drivers on trucks, including but not limited to: 4-wheel service trucks; 4-wheel dump trucks; batch trucks; drivers on tandems; truck sweepers (not to include power sweepers and scrubbers) Drivers on tractor – trailer combinations including but not limited to the following: Semi-tractor trucks; pole trailers; ready-mix trucks; fuel trucks; all trucks five (5) axle and over; drivers on belly dumps; truck mechanics (when needed).

Prevailing Wage Rate
Skilled Crafts

Name of Union: Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & HevHwy Class 2

Type of Rate: Commercial

Change #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2025ib	Truck Driver	5/28/2025	5/28/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2	$35.26		$9.25	$9.60	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$54.51	$72.14
Apprentice	BHR	Percent										
First 6 months	$28.21	$80.00	$9.25	$9.60	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$47.46	$61.56
7-12 months	$29.97	$85.00	$9.25	$9.60	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$49.22	$64.21
13-18 months	$31.73	$90.00	$9.25	$9.60	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$50.98	$66.85
19-24 months	$33.50	$95.00	$9.25	$9.60	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$52.75	$69.50
25-30 months	$35.26	$100.00	$9.25	$9.60	$0.40	$0.00	$0.00	$0.00	$0.00	$0.00	$54.51	$72.14

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood, Wyandot

Special Jurisdictional Note :

Details :

CLASS 2: Drivers on articulated dump trucks; rigid-frame rock trucks; distributor trucks; low boys/drag driver on the construction site only and heavy duty equipment (irrespective of load carried) when used exclusively for transportation on the construction site only.

Department of Commerce
Division of Industrial Compliance

Affidavit of Compliance

Prevailing Wages

I, _____
(Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

_____
(Company Name)

for all hours worked on the

_____
(Project name and location)

project, during the period from _____ to _____ are in
(Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

_____
(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 20_____.

_____ (Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

Bureau of Wage and Hour Administration
6606 Tussing Road
Reynoldsburg, OH 43068-9009
614-644-2239
Fax 614-728-8639
TTY/TDD 800-750-0750
com.ohio.gov

An Equal Opportunity Employer and Service Provider

APPENDIX C

DOCUMENTS TO BE SUBMITTED WITH BID

General Info

Alt Total:

Total:

$532,586.86

Number

2026 Street Resurfacing & Waterline Replacement ST-1120

Deadline

03/03/2026 11:30 AM EST

Vendor

CAP-STONE & Associates, Inc.

Submitted

03/03/2026 11:16 AM EST

Signed by

David Power

Opened

03/03/2026 11:37 AM EST **By** angela.roth@gahanna.gov

Description

The work generally consists of waterline replacement, stormwater improvements, asphalt replacement, pavement markings, concrete sidewalk, curb and driveway approaches, ADA ramp replacements and other related work.

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

No

VENDOR RESOURCES

Vendor Resources Page
Informational page containing instructional videos for vendors.

BidExpress Customer Support Team
Customer support contact. Available Monday-Friday from 7:00am-8:00pm eastern time.

ATTACHMENT LIST

Appendix A-1 2026 Rebuild Supplemental Specifications ST-1120.pdf (2.77 MB)

Appendix A-2 Reclamite Standard Specifications.pdf (248 KB)

Appendix A-3 2026 Event Calendar.pdf (25.8 KB)

Appendix B-1 Project Registration.pdf (108 KB)

Appendix B-2 Prevailing Wage Threshold.pdf (209 KB)

Appendix B-3 Bid Tab+Sheet.pdf (38.7 KB)

Appendix B-4 Instruction for Preparing Certified Payroll.pdf (361 KB)

Appendix B-5 PrevailingWages as of01292026.pdf (200 KB)

Appendix B-6 Affidavit of Compliance.pdf (153 KB)

Appendix C - Bid Guaranty and Contract Bond.pdf (47.8 KB)

Appendix D-1 2026 Street Rebuild and Waterline Program Map draft.pdf (4.17 MB)

Appendix D-2 2026 Street Resurfacing and Waterline Replacement - Final Signed 1-21-26.pdf (6.47 MB)

1-Bid Package & Notice to Bidders.pdf (292 KB)

Appendix E -1 Owner Contractor Agreement and Admin Docs.pdf (301 KB)

Appendix E-2 - Gahanna General Conditions 2025.pdf (766 KB)

Appendix F - CMS Supplement.pdf (137 KB)

PREVAILING WAGE RATES

Current Prevailing Wage Rates are to be included in the contract. The current rates become part of the contract awarded to the lowest and best bidder. The links listed below provide access to forms, regulations, and general information on prevailing wage compliance. These are for information purposes only.

Prevailing Wage Rates

Forms & Publications

CONTRACTOR'S QUALIFICATION STATEMENT

The bidder is required to state the following in full detail as will enable the Director of Public Service and Engineering and Council of the City of Gahanna to judge its responsibility, experience, skill and financial standing to meet the obligations of the Contract.

ORGANIZATION:

(a) Number of years your organization has been in business as a Contractor: *

5 year

(b) Number of years your organization has been in business under its present business name. List any other or former names your organization has operated under. *

5 years, Formerly Stone Engineering Environmental

(c) If your organization is a corporation, list the following: date of incorporation, state of incorporation, President's name, Vice President's name(s), Secretary's name and Treasurer's name. If not applicable, state "not applicable." *

Inc 1/18/1989
Mary Sharrett - President
Luke Gussler - Vice President

(d) If your organization is a partnership, list the following: date of organization, type of partnership (if applicable) and name(s) of general partner(s). If not applicable, state "not applicable." *

N/A

(e) If your organization is individually owned, list the following: date of organization and name of owner. If not applicable, state "not applicable." *

N/A

(f) If the form of your organization is other than those listed above, describe it and name the principals. If not applicable, state "not applicable." *

N/A

LICENSING:

(a) List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. *

State of Ohio

(b) List jurisdictions in which your organization's partnership or trade name is filed. *

State of Ohio

EXPERIENCE:

(a) List the categories of work that your organization normally performs with its own forces. *

Asphalt , Concrete, Excavation, storm

(b) List all details of any work your organization has failed to complete. If none, state "none." *

None

(c) List any Claims that your organization or any of its officers have initiated, any Claims initiated against your organization or any of its officers, any mediation or arbitration proceedings or lawsuits related to any contract your organization or any of its officers have been involved in or is currently involved in, or any judgements or awards outstanding against your organization or any of its officers within the last five (5) years. Please give details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and basis for the Claim, and the outcome. If none, state "none." *

N/A

Note: As used in this document “Claim” means a Claim initiated under the Contract Documents for a contract.

(d) List any officer or principal of your organization that has ever been an officer or principal of another organization when it failed to complete a contract within the last five (5) years. Please give details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed. If none, state “none.” *

N/A

(e) List contracts your organization has in progress with an original contract sum of more than $100,000.00, giving the name of contract, owner and its telephone number, design professional and its telephone number if applicable, contract amount, percent complete and scheduled completion date. State total amount of work in progress and under contract. If none, state “none.” *

See Attached

(f) Provide the following information for each contract your organization has had during the last five (5) years, including current contracts, where the contract sum is fifty percent (50%) or more of the bid amount for this Contract, including add alternates: name of contract, scope of work, contract sum, name of owner’s representative and owner’s telephone number. *

See Attached

Note: If there are more than ten (10) of these contracts, only provide information on the most recent ten (10) contracts, including current contracts.

(g) Provide the following information for each contract your organization has had during the last five (5) years, which your organization believes is of comparable or greater size and complexity than the Owner's contract: name of contract, scope of work, contract sum, name of owner’s representative and owner’s telephone number. *

See Attached

Note: If there are more than five (5) of these contracts, only provide information on the most recent five (5) contracts, including current contracts.

(h) State the average annual amount of contracts your organization has performed during the last five (5) years. *

8 million Dollars

(i) If any of the following members of your organization's management, president, chairman of the board, or any director, operates or has operated another company during the last five (5) years, identify the member of management and the name of the company. If none, state “none.” *

N/A

(j) If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state “none.” *

N/A

(k) If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If not applicable, state “not applicable.” *

N/A

(l) List the education, training and experience for each person who will fill a management role on the Contract, including without limitation the Contract Executive, Contract Manager and Contract Superintendent. For each person listed, include with the other information the last three contracts on which the person worked and the name and telephone number of the owner. *

See Attached

REFERENCES:

(a) List all trade references. *

See Attached

(b) List all bank references. *

See Attached

(c) List the name of your surety bonding company along with the name and address of your surety agent. *

See Bond

FINANCING:

(a) Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses), net fixed assets, other assets, current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes) and other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings). **(To upload - Refer to Financial Statements Upload area after the Contractor's Qualification Statement of this solicitation).**

(b) List the name and address of the firm preparing attached financial statement, and date thereof. *

See Bond

(c) State if the attached financial statement for the identical organization is named on page one. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary). *

See Bond

(d) State if the organization whose financial statement is attached will act as guarantor of the Contract. *

See Bond

CERTIFICATION:

The undersigned certifies for the reliance of the Owner that after diligent investigation, to the best of the undersigned's belief, the information provided with this Contractor's Qualification Statement is true, accurate and not misleading.

Company Name: *

CAP-STONE & Associates Inc

Signature: *

Mary Sharett - President

Date: *

3/3/26

Printed Name and Title: *

Mary Sharrett - President

CONTRACTOR'S QUALIFICATION STATEMENT (FINANCIAL STATEMENT UPLOAD)

Name	Omission Terms	Submitted File
Financial Statement Upload Financial Statement Upload		Gahanna Bid Bond.pdf
1 Required Document		

CONTRACTOR'S QUALIFICATION STATEMENT (ADDITIONAL MATERIAL)

Name	Omission Terms	Submitted File
Optional: Vendor is not required to complete.		
Additional Material Upload #1 Optional Upload as Needed (10MB limit)		Gahanna Experience.pdf
Additional Material Upload #2 Optional Upload as Needed (10MB limit)		Gahanna Experience.pdf
Additional Material Upload #3 Optional Upload as Needed (10MB limit)		Gahanna Experience.pdf
3 Required Documents		

SUBCONTRACTORS LIST

The bidder is required to state, in detail, in the space provided below, the name, address, experience and the work to be performed by subcontractors in this Contract, including approximate percentage of the Contract cost by subcontractor. If no subcontractors are to be used, so state. *

Follow the River McConnelsville, Ohio Seeding - Various Projects & ODOT Pre-qualified
Griffin Pavement Striping Columbus, Ohio - Striping - Various Projects & ODOT Pre-qualified
MP Dory Co Columbus, Ohio - Signs Various Projects and ODOT Pre-qualified
The Ruhlin Co Gahanna Ohio - Waterline - Various Projects and ODOT Pre-qualified

Note: The bidder shall perform within its own organization, work amounting to not less than fifty percent (50%) of the total Contract cost.

CORPORATE AFFIDAVIT

Optional: Vendor is not required to complete.

To be filled in and executed if the contractor is a corporation.

State of: *

Ohio

County of (ss): *

Franklin

_____,
being first duly sworn, *

Mary Sharrett

deposes and says that he or she is Secretary of
_____, *

CAP-STONE & Associates.com

a corporation organized and existing under and by virtue of the laws of the state of
_____, *

Ohio

and having its principal office at
_____ (Address), *

5715 Westbourne Ave

_____
(City), *

Columbus

_____ **_____**
(County), * **(State). ***

Franklin Ohio

Affiant further says he or she is familiar with the records, minutes, books and by-laws of the
_____ (Name of Corporation). *

CAP-STONE & Associates

Affiant further says that
_____ (Name of Officer), *

Luke Gussler

(Title) *

Vice President

of the Corporation is duly authorized to sign the Contract for the _____ (Contract) *

2026 Street Resurfacing and Waterline

for said Corporation by virtue of _____ (state whether a provision of by-laws or a resolution of the Board of Directors), *

By Laws

_____ (if by resolution, give date of adoption).

Signature: *

Mary Sharrett

CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT (O.R.C. § 5719.042)

State of: *

Ohio

County of (ss): *

Franklin

_____, Affiant, *

Mary Sharrett

being first duly sworn, deposes and says:

1. I am the (Title): *

President

of (Contractor): *

CAP-STONE & Associates Inc

2. The Contractor's offices are located at: *

5715 Westbourne Ave
Columbus, Ohio 43213

3. I am the Contractor’s duly authorized representative for making this affidavit.

4. Effective this _____ day: *

3

of_____: *

March

20_____: *

2026

the Contractor _____ with delinquent personal property taxes on the general list of personal property in any Ohio county. *

is not charged

delinquent personal property taxes:

County:

Franklin

Amount (include total amount, with penalties and interest thereon):

$.00

County:

N/A

Amount (include total amount, with penalties and interest thereon):

$.00

County:

N/A

Amount (include total amount, with penalties and interest thereon):

$.00

County:

N/A

Amount (include total amount, with penalties and interest thereon):

$.00

Signature: *

Mary Sharrett - President

NONCOLLUSION AFFIDAVIT

State of: *

Ohio

County of (ss): *

Franklin

Contractor, *

Mary Sharrett

being first duly sworn, deposes and says that he or she is _____ *

president

of

_____

(company name), *

Cap-STONE & Associates Inc

the party making the foregoing bid; that such bid 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 any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the Owner awarding the Contract to anyone interested in the proposed Contract; that all statements contained in such bid are true; and further, that said bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual

except to such person or persons as have a partnership or other financial interest with said bidder in its general business.

Signature: *

Mary Sharrett - President

ESCROW WAIVER

Contractor, *

CAP-STONE & Associates Inc

agrees to abide by City of Gahanna Ordinance No. 0077-2017. Pursuant to such ordinance and the City's home rule authority, Contractor waives the requirements of Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code that an escrow account be established relating to the Contract and that interest be paid on retainage.

Signature: *

Mary Sharrett - President

BID GUARANTY AND CONTRACT BOND & SURETY UPLOADS

Name	Omission Terms	Submitted File
Bid Guaranty and Contract Bond Bid Guaranty and Contract Bond (Form located in Attachement List)		Gahanna Bid Bond.pdf
Surety Company's Power of Attorney Power of attorney for surety company		Gahanna Bid Bond.pdf
Surety Company's Financial Statement Financial statement for surety company		Gahanna Bid Bond.pdf
Surety Company's Certificate of Complaince from the Ohio Department of Insurance Certificate of complaince from the Ohio Department of Insurance for surety company		Gahanna Bid Bond.pdf
4 Required Documents		

BID FORM & BIDDER CERTIFICATION

Having carefully reviewed the Information and Requirements for Bidders, Drawings, Specifications and other Contract Documents for the Project including having also received, read, and taken into account any Addenda and likewise having inspected the site and the conditions affecting and governing the Project and confirmed the location of the site utilities and all existing structures, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications and/or as shown on the said Drawings for all Work necessary to complete the Project on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications and Drawings.

Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Notice to Bidders, Information and Requirements for Bidders, this Bid Form, Form of Bid Guaranty and Contract Bond, Contractor's Affidavit (O.R.C. 5719.042), Owner-Contractor Agreement, General Conditions of the Contract (EJCDC C-700, 2013) (as modified), Drawings, Project Specifications, and all other Contract Documents. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.

BONDS AND CONTRACT: If the undersigned is notified of bid acceptance, it agrees to furnish required bonds as indicated in the Information and Requirements for Bidders.

COMPLETION OF WORK: In submitting a bid, the undersigned agrees to execute the Owner-Contractor Agreement in the form included in the Contract Documents and to substantially complete its Work as required by the Contract Documents.

NOTE A: The wording of the Bid Form shall be used throughout, without change, alteration, or addition. Any change may cause it to be rejected.

NOTE B: Bidder is cautioned to bid only on the Brands or Standards specified.

NOTE C: If there is an inconsistency or conflict in the Bid amount, the lowest amount shall control, whether expressed in numbers or words.

INSTRUCTIONS FOR SIGNING

A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.

B.The person signing for a partnership must be a partner or his authorized representative.

C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.

D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

BIDDER CERTIFICATIONS. The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. The Bidder acknowledges that this is a public project involving public funds, and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. The Bidder by submitting its bid pledges

and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Design Professional, (b) it will use its best efforts to cooperate with the Owner and the Design Professional and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Design Professional and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.

2. The Bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Design Professional in writing at least seven (7) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given such prior written notice to Design Professional.
3. The Bidder represents that it has had a competent person carefully and diligently inspect and examine the entire site for the Project and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including the location, condition and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder agrees that its bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of conditions that could not have been discovered by such an investigation.
4. The Bidder represents, understands and agrees that a) the Change Proposal and Claim procedures in the Modified Standard General Conditions are material terms of the Contract Documents, b) if it has a Change Proposal or Claim, it will have its personnel provide complete and accurate information to complete and submit the Change Proposal and / or Statement of Claim form on a timely basis, c) the proper completion and timely submission of a Change Proposal or Statement of Claim form is a condition precedent to any change in the Contract Sum or the Contract Time(s), and d) the proper and timely submission of the Change Proposal or Statement of Claim form provides the Owner and the Design Professional with necessary information so that the Owner may investigate the Claim and mitigate its damages.
5. The Bidder represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.
6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices, Lump Sum Items, and any Alternate bids in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices, Lump Sum Items, or Alternate bids with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices, Lump Sum Items, and any Alternate bids in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices, Lump Sum Items, or Alternate bids; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in this Bid Form are true and correct.
7. The Bidder will execute the form of Owner/Contractor Agreement in the form included with the Contract Documents, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner.
8. The Bidder certifies that upon the award of a Contract, the Contractor will ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
9. The Bidder agrees to furnish any information requested by the Design Professional or the Owner's authorized representative to evaluate that the Bidder is the best bidder and that the bid is responsive to the specifications.
10. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.
11. The Bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.

Legal Name of Bidder: *

CAP-STONE & Associates Inc

Bidder is: *

corporation

Name and Title of Person Legally Authorized to Bind Bidder to a Contract: *

Luke Gussler - Vice President

Address: *

5715 Westbourne Ave

City *

Columbus

State * **Zip ***

Ohio 43,213

Telephone Number: * **Fax Number:**

(614) 759-9800 (614) 759-9611

Federal Tax ID Number: *

[redacted]

Signature: *

Luke Gussler - Vice President

Date: *

3/3/26

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

Name and Address:

N/A

BID FORM (INSTRUCTIONS)

Include the cost of all labor and material for the bid items listed below. Bidder is to fill in all blanks related to the bid items for which a bid is being submitted. If there is a difference between the total bid amount and the total of the individual amounts for labor and materials stated under a bid item, the total of the individual amounts shall be the amount deemed to be inserted in the blank for the total labor and materials for each bid item. If there is an inconsistency or conflict in the bid amount, the lowest amount shall control, whether expressed in numbers or words.

For items the City designates as alternate, enter a negative value if it is to be deducted from the Base Bid. Otherwise the item(s) will be included as an addition to the base bid. If opting out of bidding an alternate item, check mark the box in the optional column located to the left of the item to insert the words "No Bid".

BID FORM

$532,586.86

Ref #	Item #	Description	Qty	Unit	Material	Labor	Extension
Alternates are not included in bid total.							
1	201	CLEARING AND GRUBBING	1.00	LS	$100.00	$2,150.00	$2,250.00
2	202	PAVEMENT REMOVED	221.00	SY	$5.00	$23.00	$6,188.00
3	202	WALK REMOVED	4,385.00	SF	$1.00	$2.25	$14,251.25
4	202	WALK REMOVED	1,220.00	LF	$3.00	$12.00	$18,300.00
5	204	SUBGRADE COMPACTION	221.00	SY	$1.00	$4.00	$1,105.00
6	608	4" CONCRETE WALK	5,432.00	SF	$4.00	$6.00	$54,320.00
7	608	8" CONCRETE WALK	40.00	SF	$6.00	$14.00	$800.00
8	608	CURB RAMP	4.00	EA	$350.00	$500.00	$3,400.00
9	608	DETECTABLE WARNING, TYPE E	40.00	SF	$30.00	$10.00	$1,600.00
10	207	INLET PROTECTION	5.00	EA	$125.00	$75.00	$1,000.00
							Total: $532,586.86

Ref #	Item #	Description	Qty	Unit	Material	Labor	Extension
11	207	DESIGNATED CONCRETE WASHOUT AREA	1.00	EA	$75.00	$50.00	$125.00
12	659	TOPSOIL	83.00	CY	$30.00	$100.00	$10,790.00
13	659	SEEDING AND MULCHING, CLASS 1	750.00	SY	$2.00	$3.00	$3,750.00
14	659	COMMERCIAL FERTILIZER	0.10	TON	$450.00	$800.00	$125.00
15	659	WATER	4.00	MGAL	$0.50	$0.50	$4.00
16	603	3" CONDUIT, TYPE E (720.08), AS PER PLAN	384.00	LF	$8.00	$22.00	$11,520.00
17	253	PAVEMENT REPAIR	70.00	CY	$150.00	$275.00	$29,750.00
18	254	PAVEMENT PLANING, ASPHALT CONCRETE (1.5" DEPTH)	2,012.00	SY	$2.00	$7.75	$19,617.00
19	259	PERMANENT PAVEMENT REPLACEMENT, TYPE 1	57.00	CY	$200.00	$212.15	$23,492.55
20	407	NON-TRACKING TACK COAT	172.00	GAL	$2.50	$2.00	$774.00
21	441	ASPHALT CONCRETE SURFACE COURSE , TYPE 1,	84.00	CY	$200.00	$135.00	$28,140.00
							Total: $532,586.86

Ref #	Item #	Description	Qty	Unit	Material	Labor	Extension
		(448), PG64-22					
22	441	ASPHALT CONCRETE INTERMEDIATE COURSE , TYPE 1, (448) , PG64-22 (VARIABLE DEPTH WEDGE)	7.00	CY	$200.00	$380.00	$4,060.00
23	452	6" NON-REINFORCED CONCRETE PAVEMENT , CLASS COC MS	221.00	SY	$50.00	$80.00	$28,730.00
24	609	COMBINATION CURB AND GUTTER, TYPE STANDARD	1,230.00	LF	$10.00	$26.00	$44,280.00
25	801	6" WATER PIPE AND FITTINGS	580.00	LF	$75.00	$147.44	$129,015.20
26	802	6" VALVE AND APPURTENANCES	4.00	EA	$1,000.00	$938.24	$7,752.96
27	805	CURB BOX	14.00	EA	$50.00	$57.44	$1,504.16
28	805	3/4" WATER SERVICE LINE TRANSFER, SHORT	8.00	EA	$825.00	$1,100.39	$15,403.12
29	805	3/4" WATER SERVICE LINE TRANSFER, LONG	6.00	EA	$1,000.00	$1,736.87	$16,421.22
							Total: $532,586.86

Ref #	Item #	Description	Qty	Unit	Material	Labor	Extension
30	808	CUT AND PLUG 2" WATER MAIN	2.00	EA	$700.00	$766.35	$2,932.70
31	808	2" WATER MAIN ABANDONED	2.00	EA	$400.00	$766.35	$2,332.70
32	809	FIRE HYDRANT, TYPE A	2.00	EA	$4,000.00	$1,383.50	$10,767.00
33	630	GROUND MOUNTED SUPPORT, NO. 3 POST	26.00	LF	$20.00	$30.00	$1,300.00
34	630	SIGN POST REFLECTOR	2.00	EA	$25.00	$40.00	$130.00
35	630	SIGN, FLAT SHEET	12.60	SF	$20.00	$30.00	$630.00
36	630	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	2.00	EA	$10.00	$25.00	$70.00
37	630	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	2.00	EA	$10.00	$25.00	$70.00
38	644	STOP LINE, 24"	24.00	LF	$5.00	$7.50	$300.00
39	644	CROSSWALK LINE, 12"	96.00	LF	$2.50	$3.50	$576.00
40	616	WATER	10.00	MGAL	$0.50	$0.50	$10.00
41	614	MAINTAINI	1.00	LS	$4,000.00	$6,000.00	$10,000.00
							Total: $532,586.86

Ref #	Item #	Description	Qty	Unit	Material	Labor	Extension
		NG TRAFFIC					
42	623	CONSTRUCTION LAYOUT STAKES	1.00	LS	$3,000.00	$7,000.00	$10,000.00
43	624	MOBILIZATION	1.00	LS	$3,000.00	$12,000.00	$15,000.00
							Total: $532,586.86

BID FORM (ALTERNATE BID)

Ref #	Item #	Description	Qty	Unit	Material	Labor	Extension
Alternate: Owner-agency may award independently from entire bid. Component is not included in bid total. Alternates are not included in bid total.							
							Total:

BID GUARANTY AND CONTRACT BOND
(O.R.C § 153.571)

Know all persons by these presents, that we, the undersigned CAP-STONE Associates, Inc. dba Columbus Asphalt Paving (Contractor) as principal and Ohio Farmers Insurance Company as surety are hereby held and firmly bound unto the City of Gahanna, as oblige in the penal sum of the dollar amount of the bid submitted by the principal to the oblige on March 3, 20 26, to undertake the 2026 Street Rebuild & Waterline Program, ST-1120 (Project). The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternates made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars ($_____). (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid including add alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 3rd day of March, 20 26.

The condition of the above obligations is such that whereas the above named principal has submitted a bid for work on the Contract.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the contract for bidding, the principal pays to the obligee the difference not-to-exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall indemnify the obligee against all damage suffered by failure of the principal to perform the contract according to its provisions and in accordance with the plans, details, specifications and bills of material therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a

just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this 3rd day of March, 20 26.

CAP-STONE Associates, Inc. dba Columbus Asphalt Paving

Principal

Signature

Printed Name and Title

Ohio Farmers Insurance Company

Surety

Signature

Stephanie M. White, Attorney-In-Fact

Printed Name and Title

P.O. Box 5001, Westfield Center, OH 44251-5001

Surety's Address

800-243-0210

Surety's Telephone Number

HUB International Limited

Surety's Agent

1600 W. Lane Avenue, Suite 200, Columbus, OH 43221

Surety Agent's Address

614-453-4400

Surety Agent's Telephone Number

614-326-0132

Surety Agent's Fax Number

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/19/25, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. **3406282 10**

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

GREGORY R. OVERMYER, AMY M. PERDUE, JACK KEHL, STEPHANIE M. WHITE, DAVID CATANESE, BRIAN MOZENA, PEYTON JANLIN, KATIE ROSE, JOINTLY OR SEVERALLY

of **COLUMBUS** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit,** and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **19th** day of **MARCH** A.D., **2025** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **19th** day of **MARCH** A.D., **2025** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 3rd day of March A.D., 2026

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (05-24)

Financial Statement

Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251-5001

December 31, 2024

OHIO FARMERS INSURANCE COMPANY
BALANCE SHEET

12/31/24
(in thousands)

Assets	
Cash, cash equivalents, and short term investments	40,189
Bonds	513,241
Stocks	53,874
Subsidiaries	2,647,514
Real estate	170,542
Premiums receivable	203,114
Other assets	308,458
Total assets	3,936,932
Liabilities	
Reserve for unearned premiums	287,000
Reserve for unpaid losses and loss expenses	443,213
Reserve for taxes and other liabilities	244,136
Total liabilities	974,349
Surplus	
Surplus to policyholders	2,962,583
Total surplus	2,962,583
Total liabilities and surplus	3,936,932

State of Ohio
ss:
County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of .....Ohio..... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2024.

Attest:

Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper
National Surety Leader
Senior Executive

Sworn to before me this 12th day of February A.D. 2025.

David A. Kotnik
Attorney at Law
Notary Public – State of Ohio

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

BD5402 B

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus,Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance

Issued 06/24/2025

Effective 07/01/2025

Expires 06/30/2026

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OHIO FARMERS INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit Accident & Health
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Noncancellable A & H
Nonrenew-Stated Reasons (A&H)
Ocean Marine
Other Accident only
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2024 that it has admitted assets in the amount of $3,936,931,943, liabilities in the amount of $974,348,935, and surplus of at least $2,962,583,008.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director

CAP-STONE & Associates, Inc.

List of Key Construction Personnel and their Construction Experience

Mary Sharrett, PE, CPESC - President-Bachelor's Degree in Civil Engineering from University of Cincinnati.

- 2022 - Present.: President of Columbus Asphalt Paving. Oversees all aspects of business activity, estimating/bidding, and personnel.
- 2014 - 2021: President of Stone Environmental Engineering & Science, managing all aspects of the firm (environmental, engineering, geotechnical, hydraulics, surveying).
- 1996 - 2014: Associate, Senior Engineer, Environmental Services Manager. Began as Staff Engineer, moving up to Project Engineer, to Manager. Service lines included geotechnical, construction observation, construction testing, environmental, and civil engineering design.
- 1993 - 1996: Staff Engineer, responsible for environmental and civil engineering projects in Ohio and West Virginia.

David Power- Controller - Bachelor's Degree in Business Administration from Franklin University.

- 2022 - Present: Controller for Columbus Asphalt Paving. Responsible for corporate financials, benefits, and safety.
- 1984 - 2021: President of Columbus Asphalt Paving, Inc. - Oversaw all aspects of Business Activity, estimating, and personnel.
- 1982 - 1984: Assistant Operation manager of Columbus Asphalt Paving, Inc. - In charge of office duties, bookkeeping, payroll and ordering materials. Also in charge of outside sales.

3700 Corporate Dr, Ste 125
Columbus, OH 43231
P 614.865.1874
www.ColumbusAsphalt.com
www.StoneEnvironmental.com

Jerry Little – Field Operations Manager

2023 to present: Field Operations Manager, in charge of Field Operations and assisting in schedules, of crews and equipment needs on various projects. Work experience in all forms of Roadway Construction

2013 to 2023: Superintendent and Foreman for various crews. In charge of various projects for ODOT and various municipalities in the State of Ohio

1993 to 2012: Superintendent and Foreman for Shelly Co, Northwood, SE Johnson. In charge of various Asphalt Crews, Preformed and completed man projects for ODOT, County Agency, and many Cities and Townships.

1990 to 1992: Laborer for Peterson Construction Co.

Steve Smith - Field Concrete Foreman for Columbus Asphalt Paving & CAP-STONE Associates Inc. .

2003 thru present -23 Years in the Concrete Industry. Operator, Foreman for Various Projects. Foreman for the Concrete Crew. Has performed all types of Hand Forming/Slip Forming of Concrete Curbs, Walks, Pavements, and Reinforcing Steel. Most Recent Projects, City of Groveport Street Program, City of Sunbury Cherry Street Turn Lane, Powell Street Program, and Village of Stoutsville Main Street Improvements.

Bruce Polinko - Field Foreman for Columbus Asphalt Paving.& CAP-STONE & Associates.Inc

2002 thru present - 24 Years in the Construction Industry. Laborer Foreman for Various Projects. Foreman for Drainage, Excavation, Aggregate Base, Misc Concrete Hardscape, Aggregate, and Landscaping. Most Recent Projects, City of Delaware Street Program, Village of Sunbury West Cherry Street, Charring Cross Waterline, Groveport Higgins Blvd Reconstruction.

CAP-STONE & Associates, Inc.

Statement of Qualifications:

Previous Work Experience - Projects Perfomed	Owner or General Contractor	Contract Amount
ODOT 230255 US 40-7.00	S&S	$ 307,949
Cologix-COL4	Hunt Builders	$ 7,420
COC UIRF Milo Grogan & 2nd Ave	S&S	$ 182,410
COC Blueprint Linden Hudson McGuffey	Trucco	$ 505,040
COC Whittier St Bridge Rehab	CGCC	$ 155,965
COC Souder Ave Trail	CGCC	$ 15,171
COC E. Broad St Tank Valve Replace	Righter	$ 63,073
COC Miller Ave Area Water Line	Danbert	$ 7,085
COC Sunrise/Glenn Improvements	Danbert	$ 404,036
COC Roosevelt Ave Area Water Line	S&S	$ 260,017
COC Markison/Wilson Ave WL (Project had lots of patching)	CGCC	$ 1,679,156
CNH Enabling Work Wet Utilities - 50% dollar wise done	Beaver	$ 550,126
ODOT 240096 Keller Rd EW1	Miller Bro's	$ 56,175
ODOT 240393 SR 335-10.31	Sunesis	$ 173,176
ODOT 240420 Middleport Streescape	Axis Civil	$ 14,040
ODOT 240555 Logan Main St Sidewalks	Axis Civil	$ 59,979
COC Elizabeth Ave Area Water Line	Elite Exc	$ 422,256
COC Noble & 4th Inflow	CGCC	$ 47,158
COC Westbourne Ave Extension	Trucco	$ 368,329
COC Summit St Signals - Ph 2	CGCC	$ 168,364
COC Clearview Ave WL	UUI	$ 638,663
COC CRPD Maloney Park	Builderscape, Inc	$ 188,050
COC Olentangy Trail - Como/Northmoor	CGCC	$ 128,033
LIC Ginger Hill Rd Bridge	U.S. Bridge	$ 46,958
COC Wheatland Ave Improvements	S&S	$ 506,036
COC Olive St Safe Walks to School	City of Columbus	$ 569,130
Worthington-Selby Blvd Culvert	CGCC	$ 110,831
DEL CR 163 Warrensburg Rd Bridge	CGCC	$ 25,536
COC Cleveland Ave at Hudson St	CGCC	$ 225,825
COC E. Franklinton Ped Improvements	CGCC	$ 620,001
COC Moler Street Overflow Sewer	CGCC	$ 230,329
Dublin Water Line Replacement Ph 7	Ruhlin	$ 269,631

COLUMBUS ASPHALT PAVING

A Division of CAP-STONE & Associates, Inc.

EQUIPMENT LIST

Asphalt Paver – 2

Road Widener – 1

Asphalt Distributer – 1

Milling Machine – 1

Asphalt Rollers – 6

Excavator – 1

Backhoe – 2

Skid Steer Loader – 4

Grader -1

Concrete Slip Form Machine – 1

Power Broom – 2

Air Compressors – 2

Low Boy Tractor & Trailers – 2

Water / Service Trucks – 2

Tack/ AC Kettles – 2

5715 Westbourne Ave
Columbus, Ohio 43213

www.columbusasphalt.com

Office: 614 759-9800

Job Number	Transfer to Accounting	County	Project Name	Project Contact	Owner / Prime	Contract Amount Remaining
230255	Yes	FRA	ODOT 230255 US 40-7.00	Brian Snode	S&S	$ 125,140.50
232539	Yes	FRA	COC UIRF Milo Grogan & 2nd Ave	Brian Snode	S&S	$ 96,128.00
232684	Yes	FRA	COC Markison/Wilson Ave WL	Jamie Pipes	CGCC	$ 142,000.00
232693	Yes	FRA	CNH Enabling Work Wet Utilities -	?	Beaver	$ 126.00
242535	Yes	FRA	COC Wheatland Ave Improvements	Andrew Watters	S&S	$ 478,022.25
242570	Yes	FRA	CMH-GMP 3 Landside Civil	Zach Keller	Beaver Exc	$ 1,458,289.25
242611	Yes	FRA	COC Hilltop Eureka/Fremont	Rob Parker	Danbert	$ 931,038.75
242613	Yes	FRA	COC Stelzer Rd PRV	Chris Thompson	Righter	$ 44,915.50
242648	Yes	FRA	COC 2023 Bridge Maintenance	Mike Obert	CGCC	$ 17,531.00
250468			ODOT 250468 Marion County Co SR37 Bridge	Bill Moore ?	Miller Bros Const	$ 80,893.00
250484		Highland	ODOT SR 753 Bridge Rehab	Justin Guzzo	Double Z	$ 48,608.00
250503		Morgan	ODOT 250503 SR 555 Bridge Replacement	?	Blackhouse Bridge	$ 94,508.00
250526		Highland	ODOT 250526 SR 73	Seth Salisbury	DGM	$ 198,036.00
250544		Jackson	ODOT 250544 SR 139 Culvert Replacement	Seth Salisbury	DGM	$ 60,283.00
252515	Yes	FRA	FCE W North Broadway Bridge	?	CGCC	$ 55,506.25
252518		FRA	COC OSU Carmenton Area Sewer	?	CGCC	$ 227,779.00
252522	Yes	FRA	FCE 2025 General Bridge Maintenance	Vince Guzzo	Double Z	$ 58,980.00
252527	Yes	FRA	COC Hiawatha Park Drive	Vince Guzzo	Double Z	$ 300,346.00
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252540		Madison	Glade Run Road MAD CR 70	Sean Wade	Eagle Bridge	$ 40,409.00
252565		Ross	Ross Co Paint Creek Rec Trail	Shay Eicher	Eclipse	$ 87,725.00
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Project Number: _____

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1. **Company Name:** CAP-STONE & Associates Inc.

Physical Address: 5715 Westbourne Ave
Street, Building, Unit

Columbus, OH, 43213
City, State, Zip

Mailing Address (if different): _____
P.O. Box

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Telephone Number (w/ Area Code): (614) 759-9800

Fax Number (w/ Area Code): (614) 759-9611

Email address: dpower@cap-stone-associates.com

2. **Overall Experience.** Indicate Bidder's overall experience performing the trades bid, including the years in business performing the trade under present and former business names.

CAP-STONE & Associates Inc. - four (4) years performing Asphalt Paving, Concrete Flatwork, and Site Grading for ODOT, City of Columbus, ODNR, and other public entities in the state of Ohio.

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a) An annual financial statement prepared within the 12 months prior to the bid opening by an independent licensed accounting firm; and the name, address, contact person and phone number of the bank normally used by the Bidder for its primary banking; or,

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This information is not a public record under Ohio Revised Code Section 149.43; and shall remain confidential, except under proper order of a court.

4. **Facilities & Equipment**. Indicate Bidder's relevant facilities and major equipment (leased or owned).

   See attached sheet.

5. **Ongoing & Relevant Projects.** List all ongoing projects and projects completed in the last 5 years, which are similar in cost and type to the Project. Include scope of Work, Contract value, a description of EDGE participation and performance, and project name/contact person/address/phone number for each owner and the architect or engineer for each project.

   See attached sheet.

6. **Regulatory / Contractual.** Indicate all occurrences of the following in the last 5 years (indicate if none). For verification, attach documentation, and/or provide sufficient and appropriate detail information such as: project name, owner, contact person and phone number, amount of contract, etc.

   a) State or federal Prevailing Wage violations or judgments

      N/A

   b) Affirmative Action and EDGE program violations (Attach Certificate of Compliance with Affirmative Action Programs, issued pursuant to Ohio Revised Code Section 9.47)

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   d) Debarment by state, federal, or local jurisdictions

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e) EPA/OSHA violations

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f) Liquidated damages and Statutory Delay Forfeiture assessed

N/A

g) Drug-Free Safety Program and Drug Free Workplace Program violations

N/A

7. **Management.** Identify individuals assigned to this Project.

Principal Luke Gussler Years with firm 4 Total Exp. 36

Project Manager Race Sharrett Years with firm 4 Total Exp. 7

Field Superintendent Jerry Little Years with firm 3 Total Exp. 35

8. **EDGE Participation.** Identify EDGE-certified Business Enterprises proposed as Subcontractors and Material Suppliers for this Project. Attach a fully completed Document 00 45 39 - "EDGE Affidavit" for each EDGE-certified Business Enterprise.

9. **Certification.** I hereby certify that the information in this entire Bidder's Qualifications form, including all attachments and referenced information, is factual and complete.

Company Name CAP-STONE & Associates Inc.

Authorized Official (please print or type) Mary Sharrett, President

Signature of Authorized Official _____ Date _____

END OF DOCUMENT

CAP-STONE & Associates, Inc.

List of Key Construction Personnel and their Construction Experience

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- 1996 - 2014: Associate, Senior Engineer, Environmental Services Manager. Began as Staff Engineer, moving up to Project Engineer, to Manager. Service lines included geotechnical, construction observation, construction testing, environmental, and civil engineering design.
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2003 thru present -23 Years in the Concrete Industry. Operator, Foreman for Various Projects. Foreman for the Concrete Crew. Has performed all types of Hand Forming/Slip Forming of Concrete Curbs, Walks, Pavements, and Reinforcing Steel. Most Recent Projects, City of Groveport Street Program, City of Sunbury Cherry Street Turn Lane, Powell Street Program, and Village of Stoutsville Main Street Improvements.

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CAP-STONE & Associates, Inc.

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ODOT 240096 Keller Rd EW1	Miller Bro's	$ 56,175
ODOT 240393 SR 335-10.31	Sunesis	$ 173,176
ODOT 240420 Middleport Streescape	Axis Civil	$ 14,040
ODOT 240555 Logan Main St Sidewalks	Axis Civil	$ 59,979
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COLUMBUS ASPHALT PAVING

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Tack/ AC Kettles – 2

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Columbus, Ohio 43213

www.columbusasphalt.com

Office: 614 759-9800

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232539	Yes	FRA	COC UIRF Milo Grogan & 2nd Ave	Brian Snode	S&S	$ 96,128.00
232684	Yes	FRA	COC Markison/Wilson Ave WL	Jamie Pipes	CGCC	$ 142,000.00
232693	Yes	FRA	CNH Enabling Work Wet Utilities -	?	Beaver	$ 126.00
242535	Yes	FRA	COC Wheatland Ave Improvements	Andrew Watters	S&S	$ 478,022.25
242570	Yes	FRA	CMH-GMP 3 Landside Civil	Zach Keller	Beaver Exc	$ 1,458,289.25
242611	Yes	FRA	COC Hilltop Eureka/Fremont	Rob Parker	Danbert	$ 931,038.75
242613	Yes	FRA	COC Stelzer Rd PRV	Chris Thompson	Righter	$ 44,915.50
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Authorized Official (please print or type) Mary Sharrett, President

Signature of Authorized Official _____ Date _____

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4. **Facilities & Equipment**. Indicate Bidder's relevant facilities and major equipment (leased or owned).

   See attached sheet.

5. **Ongoing & Relevant Projects.** List all ongoing projects and projects completed in the last 5 years, which are similar in cost and type to the Project. Include scope of Work, Contract value, a description of EDGE participation and performance, and project name/contact person/address/phone number for each owner and the architect or engineer for each project.

   See attached sheet.

6. **Regulatory / Contractual.** Indicate all occurrences of the following in the last 5 years (indicate if none). For verification, attach documentation, and/or provide sufficient and appropriate detail information such as: project name, owner, contact person and phone number, amount of contract, etc.

   a) State or federal Prevailing Wage violations or judgments

      N/A

   b) Affirmative Action and EDGE program violations (Attach Certificate of Compliance with Affirmative Action Programs, issued pursuant to Ohio Revised Code Section 9.47)

      N/A

   c) Contract abandonment, contract termination, as either a prime- or sub-contractor, or Surety takeover

      N/A

   d) Debarment by state, federal, or local jurisdictions

      N/A

e) EPA/OSHA violations

N/A

f) Liquidated damages and Statutory Delay Forfeiture assessed

N/A

g) Drug-Free Safety Program and Drug Free Workplace Program violations

N/A

7. **Management.** Identify individuals assigned to this Project.

Principal Luke Gussler Years with firm 4 Total Exp. 36

Project Manager Race Sharrett Years with firm 4 Total Exp. 7

Field Superintendent Jerry Little Years with firm 3 Total Exp. 35

8. **EDGE Participation.** Identify EDGE-certified Business Enterprises proposed as Subcontractors and Material Suppliers for this Project. Attach a fully completed Document 00 45 39 - "EDGE Affidavit" for each EDGE-certified Business Enterprise.

9. **Certification.** I hereby certify that the information in this entire Bidder's Qualifications form, including all attachments and referenced information, is factual and complete.

Company Name CAP-STONE & Associates Inc.

Authorized Official (please print or type) Mary Sharrett, President

Signature of Authorized Official _____ Date _____

END OF DOCUMENT

BID GUARANTY AND CONTRACT BOND
(O.R.C § 153.571)

Know all persons by these presents, that we, the undersigned CAP-STONE Associates, Inc. dba Columbus Asphalt Paving (Contractor) as principal and Ohio Farmers Insurance Company as surety are hereby held and firmly bound unto the City of Gahanna, as oblige in the penal sum of the dollar amount of the bid submitted by the principal to the oblige on March 3, 20 26, to undertake the 2026 Street Rebuild & Waterline Program, ST-1120 (Project). The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternates made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars ($_____). (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid including add alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 3rd day of March, 20 26.

The condition of the above obligations is such that whereas the above named principal has submitted a bid for work on the Contract.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the contract for bidding, the principal pays to the obligee the difference not-to-exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall indemnify the obligee against all damage suffered by failure of the principal to perform the contract according to its provisions and in accordance with the plans, details, specifications and bills of material therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a

just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this 3rd day of March, 20 26.

CAP-STONE Associates, Inc. dba Columbus Asphalt Paving

Principal

Signature

Printed Name and Title

Ohio Farmers Insurance Company

Surety

Signature

Stephanie M. White, Attorney-In-Fact

Printed Name and Title

P.O. Box 5001, Westfield Center, OH 44251-5001

Surety's Address

800-243-0210

Surety's Telephone Number

HUB International Limited

Surety's Agent

1600 W. Lane Avenue, Suite 200, Columbus, OH 43221

Surety Agent's Address

614-453-4400

Surety Agent's Telephone Number

614-326-0132

Surety Agent's Fax Number

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/19/25, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. **3406282 10**

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

GREGORY R. OVERMYER, AMY M. PERDUE, JACK KEHL, STEPHANIE M. WHITE, DAVID CATANESE, BRIAN MOZENA, PEYTON JANLIN, KATIE ROSE, JOINTLY OR SEVERALLY

of **COLUMBUS** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit,** and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **19th** day of **MARCH** A.D., **2025** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **19th** day of **MARCH** A.D., **2025** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 3rd day of March A.D., 2026

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (05-24)

Financial Statement

Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251-5001

December 31, 2024

OHIO FARMERS INSURANCE COMPANY
BALANCE SHEET

12/31/24
(in thousands)

Assets	
Cash, cash equivalents, and short term investments	40,189
Bonds	513,241
Stocks	53,874
Subsidiaries	2,647,514
Real estate	170,542
Premiums receivable	203,114
Other assets	308,458
Total assets	3,936,932
Liabilities	
Reserve for unearned premiums	287,000
Reserve for unpaid losses and loss expenses	443,213
Reserve for taxes and other liabilities	244,136
Total liabilities	974,349
Surplus	
Surplus to policyholders	2,962,583
Total surplus	2,962,583
Total liabilities and surplus	3,936,932

State of Ohio
ss:
County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of .....Ohio..... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2024.

Attest:

Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper
National Surety Leader
Senior Executive

Sworn to before me this 12th day of February A.D. 2025.

David A. Kotnik
Attorney at Law
Notary Public – State of Ohio

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

BD5402 B

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus,Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance

Issued 06/24/2025

Effective 07/01/2025

Expires 06/30/2026

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OHIO FARMERS INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit Accident & Health
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Noncancellable A & H
Nonrenew-Stated Reasons (A&H)
Ocean Marine
Other Accident only
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2024 that it has admitted assets in the amount of $3,936,931,943, liabilities in the amount of $974,348,935, and surplus of at least $2,962,583,008.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director

BID GUARANTY AND CONTRACT BOND
(O.R.C § 153.571)

Know all persons by these presents, that we, the undersigned CAP-STONE Associates, Inc. dba Columbus Asphalt Paving (Contractor) as principal and Ohio Farmers Insurance Company as surety are hereby held and firmly bound unto the City of Gahanna, as oblige in the penal sum of the dollar amount of the bid submitted by the principal to the oblige on March 3, 20 26, to undertake the 2026 Street Rebuild & Waterline Program, ST-1120 (Project). The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternates made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars ($_____). (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid including add alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 3rd day of March, 20 26.

The condition of the above obligations is such that whereas the above named principal has submitted a bid for work on the Contract.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the contract for bidding, the principal pays to the obligee the difference not-to-exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall indemnify the obligee against all damage suffered by failure of the principal to perform the contract according to its provisions and in accordance with the plans, details, specifications and bills of material therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a

just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this 3rd day of March, 20 26.

CAP-STONE Associates, Inc. dba Columbus Asphalt Paving

Principal

Signature

Printed Name and Title

Ohio Farmers Insurance Company

Surety

Signature

Stephanie M. White, Attorney-In-Fact

Printed Name and Title

P.O. Box 5001, Westfield Center, OH 44251-5001

Surety's Address

800-243-0210

Surety's Telephone Number

HUB International Limited

Surety's Agent

1600 W. Lane Avenue, Suite 200, Columbus, OH 43221

Surety Agent's Address

614-453-4400

Surety Agent's Telephone Number

614-326-0132

Surety Agent's Fax Number

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/19/25, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. **3406282 10**

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

GREGORY R. OVERMYER, AMY M. PERDUE, JACK KEHL, STEPHANIE M. WHITE, DAVID CATANESE, BRIAN MOZENA, PEYTON JANLIN, KATIE ROSE, JOINTLY OR SEVERALLY

of **COLUMBUS** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit,** and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **19th** day of **MARCH** A.D., **2025** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **19th** day of **MARCH** A.D., **2025** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 3rd day of March A.D., 2026

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (05-24)

Financial Statement

Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251-5001

December 31, 2024

OHIO FARMERS INSURANCE COMPANY
BALANCE SHEET

12/31/24
(in thousands)

Assets	
Cash, cash equivalents, and short term investments	40,189
Bonds	513,241
Stocks	53,874
Subsidiaries	2,647,514
Real estate	170,542
Premiums receivable	203,114
Other assets	308,458
Total assets	3,936,932
Liabilities	
Reserve for unearned premiums	287,000
Reserve for unpaid losses and loss expenses	443,213
Reserve for taxes and other liabilities	244,136
Total liabilities	974,349
Surplus	
Surplus to policyholders	2,962,583
Total surplus	2,962,583
Total liabilities and surplus	3,936,932

State of Ohio
ss:
County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of .....Ohio..... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2024.

Attest:

Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper
National Surety Leader
Senior Executive

Sworn to before me this 12th day of February A.D. 2025.

David A. Kotnik
Attorney at Law
Notary Public – State of Ohio

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

BD5402 B

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus,Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance

Issued 06/24/2025

Effective 07/01/2025

Expires 06/30/2026

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OHIO FARMERS INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit Accident & Health
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Noncancellable A & H
Nonrenew-Stated Reasons (A&H)
Ocean Marine
Other Accident only
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2024 that it has admitted assets in the amount of $3,936,931,943, liabilities in the amount of $974,348,935, and surplus of at least $2,962,583,008.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director

BID GUARANTY AND CONTRACT BOND
(O.R.C § 153.571)

Know all persons by these presents, that we, the undersigned CAP-STONE Associates, Inc. dba Columbus Asphalt Paving (Contractor) as principal and Ohio Farmers Insurance Company as surety are hereby held and firmly bound unto the City of Gahanna, as oblige in the penal sum of the dollar amount of the bid submitted by the principal to the oblige on March 3, 20 26, to undertake the 2026 Street Rebuild & Waterline Program, ST-1120 (Project). The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternates made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars ($_____). (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid including add alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 3rd day of March, 20 26.

The condition of the above obligations is such that whereas the above named principal has submitted a bid for work on the Contract.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the contract for bidding, the principal pays to the obligee the difference not-to-exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall indemnify the obligee against all damage suffered by failure of the principal to perform the contract according to its provisions and in accordance with the plans, details, specifications and bills of material therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a

just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this 3rd day of March, 20 26.

CAP-STONE Associates, Inc. dba Columbus Asphalt Paving

Principal

Signature

Printed Name and Title

Ohio Farmers Insurance Company

Surety

Signature

Stephanie M. White, Attorney-In-Fact

Printed Name and Title

P.O. Box 5001, Westfield Center, OH 44251-5001

Surety's Address

800-243-0210

Surety's Telephone Number

HUB International Limited

Surety's Agent

1600 W. Lane Avenue, Suite 200, Columbus, OH 43221

Surety Agent's Address

614-453-4400

Surety Agent's Telephone Number

614-326-0132

Surety Agent's Fax Number

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/19/25, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. **3406282 10**

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

GREGORY R. OVERMYER, AMY M. PERDUE, JACK KEHL, STEPHANIE M. WHITE, DAVID CATANESE, BRIAN MOZENA, PEYTON JANLIN, KATIE ROSE, JOINTLY OR SEVERALLY

of **COLUMBUS** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit,** and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **19th** day of **MARCH** A.D., **2025** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **19th** day of **MARCH** A.D., **2025** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 3rd day of March A.D., 2026

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (05-24)

Financial Statement

Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251-5001

December 31, 2024

OHIO FARMERS INSURANCE COMPANY
BALANCE SHEET

12/31/24
(in thousands)

Assets	
Cash, cash equivalents, and short term investments	40,189
Bonds	513,241
Stocks	53,874
Subsidiaries	2,647,514
Real estate	170,542
Premiums receivable	203,114
Other assets	308,458
Total assets	3,936,932
Liabilities	
Reserve for unearned premiums	287,000
Reserve for unpaid losses and loss expenses	443,213
Reserve for taxes and other liabilities	244,136
Total liabilities	974,349
Surplus	
Surplus to policyholders	2,962,583
Total surplus	2,962,583
Total liabilities and surplus	3,936,932

State of Ohio
ss:
County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of .....Ohio..... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2024.

Attest:

Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper
National Surety Leader
Senior Executive

Sworn to before me this 12th day of February A.D. 2025.

David A. Kotnik
Attorney at Law
Notary Public – State of Ohio

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

BD5402 B

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus,Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance

Issued 06/24/2025

Effective 07/01/2025

Expires 06/30/2026

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OHIO FARMERS INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit Accident & Health
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Noncancellable A & H
Nonrenew-Stated Reasons (A&H)
Ocean Marine
Other Accident only
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2024 that it has admitted assets in the amount of $3,936,931,943, liabilities in the amount of $974,348,935, and surplus of at least $2,962,583,008.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director

BID GUARANTY AND CONTRACT BOND
(O.R.C § 153.571)

Know all persons by these presents, that we, the undersigned CAP-STONE Associates, Inc. dba Columbus Asphalt Paving (Contractor) as principal and Ohio Farmers Insurance Company as surety are hereby held and firmly bound unto the City of Gahanna, as oblige in the penal sum of the dollar amount of the bid submitted by the principal to the oblige on March 3, 20 26, to undertake the 2026 Street Rebuild & Waterline Program, ST-1120 (Project). The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternates made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars ($_____). (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid including add alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 3rd day of March, 20 26.

The condition of the above obligations is such that whereas the above named principal has submitted a bid for work on the Contract.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the contract for bidding, the principal pays to the obligee the difference not-to-exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall indemnify the obligee against all damage suffered by failure of the principal to perform the contract according to its provisions and in accordance with the plans, details, specifications and bills of material therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a

just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this 3rd day of March, 20 26.

CAP-STONE Associates, Inc. dba Columbus Asphalt Paving

Principal

Signature

Printed Name and Title

Ohio Farmers Insurance Company

Surety

Signature

Stephanie M. White, Attorney-In-Fact

Printed Name and Title

P.O. Box 5001, Westfield Center, OH 44251-5001

Surety's Address

800-243-0210

Surety's Telephone Number

HUB International Limited

Surety's Agent

1600 W. Lane Avenue, Suite 200, Columbus, OH 43221

Surety Agent's Address

614-453-4400

Surety Agent's Telephone Number

614-326-0132

Surety Agent's Fax Number

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/19/25, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. **3406282 10**

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

GREGORY R. OVERMYER, AMY M. PERDUE, JACK KEHL, STEPHANIE M. WHITE, DAVID CATANESE, BRIAN MOZENA, PEYTON JANLIN, KATIE ROSE, JOINTLY OR SEVERALLY

of **COLUMBUS** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit,** and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **19th** day of **MARCH** A.D., **2025** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **19th** day of **MARCH** A.D., **2025** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 3rd day of March A.D., 2026

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (05-24)

Financial Statement

Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251-5001

December 31, 2024

OHIO FARMERS INSURANCE COMPANY
BALANCE SHEET

12/31/24
(in thousands)

Assets	
Cash, cash equivalents, and short term investments	40,189
Bonds	513,241
Stocks	53,874
Subsidiaries	2,647,514
Real estate	170,542
Premiums receivable	203,114
Other assets	308,458
Total assets	3,936,932
Liabilities	
Reserve for unearned premiums	287,000
Reserve for unpaid losses and loss expenses	443,213
Reserve for taxes and other liabilities	244,136
Total liabilities	974,349
Surplus	
Surplus to policyholders	2,962,583
Total surplus	2,962,583
Total liabilities and surplus	3,936,932

State of Ohio
ss:
County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of .....Ohio..... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2024.

Attest:

Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper
National Surety Leader
Senior Executive

Sworn to before me this 12th day of February A.D. 2025.

David A. Kotnik
Attorney at Law
Notary Public – State of Ohio

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

BD5402 B

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus,Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance

Issued 06/24/2025

Effective 07/01/2025

Expires 06/30/2026

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OHIO FARMERS INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Collectively Renewable A & H
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit Accident & Health
Earthquake
Fidelity
Financial Guaranty
Fire
Glass
Group Accident & Health
Guaranteed Renewable A & H
Inland Marine
Medical Malpractice
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Noncancellable A & H
Nonrenew-Stated Reasons (A&H)
Ocean Marine
Other Accident only
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2024 that it has admitted assets in the amount of $3,936,931,943, liabilities in the amount of $974,348,935, and surplus of at least $2,962,583,008.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director

APPENDIX D

BID PLAN SET & MAPS

Gahanna

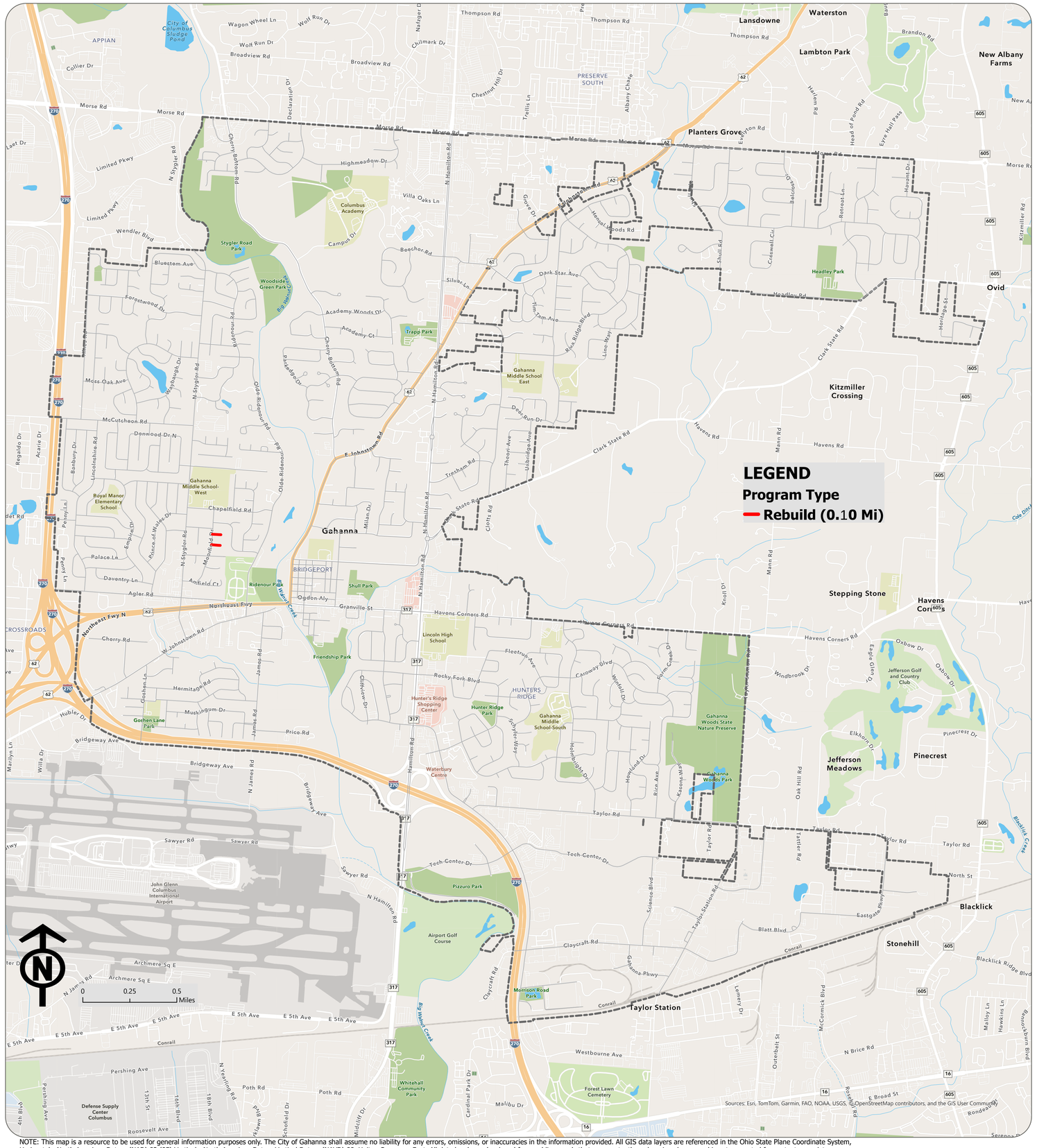
200 S Hamilton Rd | Gahanna, OH 43230 | 614-342-4005 | www.gahanna.gov

2026 Street Rebuild and Waterline Program ST-1120

STREET REBUILDS & WA**TERLINES**

WHITE SWAN CT (MOORFIELD DR TO END OF COURT)

EMBASSY CT (MOORFIELD DR TO END OF COURT)



NOTE: This map is a resource to be used for general information purposes only. The City of Gahanna shall assume no liability for any errors, omissions, or inaccuracies in the information provided. All GIS data layers are referenced in the Ohio State Plane Coordinate System, Horizontal - North American Datum (NAD) 83 (95) Vertical - North American Datum Vertical Datum (NAVD) 88, Units - Surveyors Feet. All data has been developed from public records that are constantly undergoing change and is not warranted for content, completeness, or accuracy. The City of Gahanna does not warrant, guarantee or represent the data to be fit for a particular use or purpose.

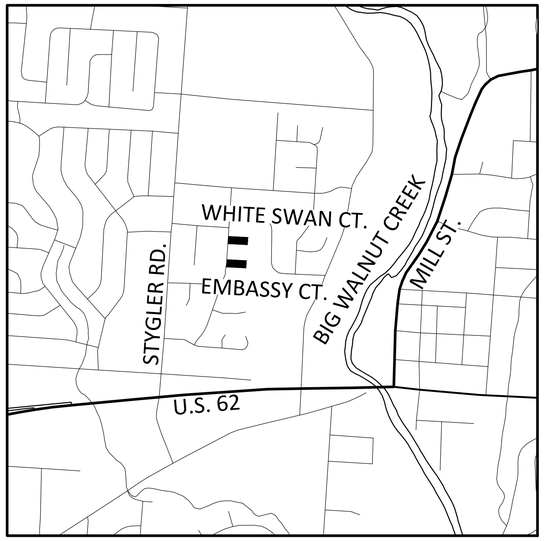
Path: G:\ArcGIS Pro Projects (New)\Engineering\Yearly Street Program\Yearly Street

Created Date:

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

CITY OF GAHANNA

FRANKLIN COUNTY



LOCATION MAP

LATITUDE: 40°1'25" LONGITUDE: 82°53'15"

SCALE IN MILES

0 0.2 0.4 0.6 0.8

N

PORTION TO BE IMPROVED

INDEX OF SHEETS:

TITLE SHEET	1
SCHEMATIC PLAN	2
TYPICAL SECTIONS	3
GENERAL NOTES	4 - 6
MAINTENANCE OF TRAFFIC	7
EROSION CONTROL	8 - 9
GENERAL SUMMARY	10 - 11
ROADWAY SUBSUMMARY	12 - 13
PLAN AND PROFILE	14 - 15
CROSS SECTIONS	16 - 17
INTERSECTION/CURB RAMP DETAILS	18 - 19
DRIVE DETAILS	20
PAVEMENT ELEVATION DETAIL	21
WATER WORK	22 - 24
TRAFFIC CONTROL	25 - 26

PROJECT DESCRIPTION

PAVEMENT RESURFACING, SPOT FULL DEPTH PAVEMENT REPAIRS, CURB REPLACEMENT, SIDEWALK REPLACEMENT AND WIDENING, DRIVEWAY APRON REPLACEMENT, AND WATERLINE REPLACEMENT FOR THE ENTIRE LENGTH OF EMBASSY COURT AND WHITE SWAN COURT.

EARTH DISTURBED AREAS

PROJECT EARTH DISTURBED AREA:	0.81 ACRES
ESTIMATED CONTRACTOR EARTH DISTURBED AREA:	0.00 ACRES
NOTICE OF INTENT EARTH DISTURBED AREA:	N/A (NOI NOT REQUIRED)

2025 SPECIFICATIONS

THE CITY OF COLUMBUS CONSTRUCTION AND MATERIAL SPECIFICATIONS (CMSC), 2025 EDITION INCLUDING ALL REVISIONS AND SUPPLEMENTS IN EFFECT AT THE TIME OF SIGNATURE TOGETHER WITH THE REQUIREMENTS OF THE CITY OF GAHANNA SHALL GOVERN ALL CONSTRUCTION ITEMS THAT ARE A PART OF THIS PLAN, UNLESS OTHERWISE NOTED.

UNDERGROUND UTILITIES

CONTACT TWO WORKING DAYS BEFORE YOU DIG

OHIO811.org Before You Dig

OHIO811, 8-1-1, 1-800-362-2764
(Non-members must be called directly)

CITY OF GAHANNA SIGNATURES BELOW SIGNIFY ONLY CONCURRENCE WITH THE PURPOSE AND GENERAL LOCATIONS OF THE PROJECT. ALL TECHNICAL DETAILS REMAIN THE RESPONSIBILITIES OF THE ENGINEER PREPARING THE PLANS.

APPROVED Laurie A Jadwin — Digitally signed by Laurie A Jadwin DN: cn=Laurie A Jadwin, o=US, o=City of Gahanna, email=ljadwin@gahanna.gov Date: 2026.01.21 07:47:33 -05'00'
DATE _____ MAYOR, CITY OF GAHANNA

APPROVED Joann Bury — Digitally signed by Joann Bury DN: cn=Joann Bury, o=US, o=City of Gahanna, ou=Finance Department, email=joann.bury@gahanna.gov Date: 2026.01.13 09:46:31 -05'00'
DATE _____ DIRECTOR OF FINANCE, CITY OF GAHANNA

APPROVED Paige Wright — Digitally signed by Paige C. Wright Date: 2026.01.09 13:00:17 -05'00'
DATE _____ SENIOR TRANSPORTATION & MOBILITY ENGINEER, CITY OF GAHANNA

APPROVED 2026.01.13
DATE _____ DIRECTOR OF SERVICE, CITY OF GAHANNA

APPROVED _____
DATE 1/9/26 SENIOR UTILITIES ENGINEER, CITY OF GAHANNA

PREPARED BY:

GPD GROUP®
Glaus, Pyle, Schomer, Burns & DeHaven, Inc.
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Columbus, OH 43215
614.210.0751 Fax: 614.210.0752

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ENGINEERS SEAL:

STATE OF OHIO — KEVIN JOSEPH GRATHWOL E-58282 — REGISTERED PROFESSIONAL ENGINEER

SIGNED: Kevin J. Grathwol
DATE: 01/09/26

STANDARD CONSTRUCTION DRAWINGS

COLUMBUS							ODOT		SUPPLEMENTAL SPECIFICATIONS		SPECIAL PROVISIONS
1441	7/1/24	L-1001	9/21/22	L-6637A	9/21/22		MT-97.10	7/18/25	ODOT 800	7/18/25	
		L-1003	1/26/18	L-7102B	1/26/18		MT-97.12	7/18/25			
1640	3/1/23	L-1004	1/26/18	L-7401	9/21/22		MT-101.90	7/17/20			
1641	3/1/23	L-1701A	9/21/22	L-7601	9/21/22		MT-105.10	1/17/20	COLUMBUS		
		L-1701B	9/21/22	L-9901	9/21/22		MT-110.10	7/19/23	1505	4/27/21	
2010	7/1/21	L-6306	1/26/18								
2300	7/1/23	L-6309A	9/21/22				TC-41.20	10/18/13			
2319	7/1/25	L-6309B	9/21/22				TC-41.30	4/21/23			
2320	4/30/18	L-6309E	9/21/22				TC-42.20	10/18/13			
		L-6310	1/26/18				TC-52.20	1/15/21			
		L-6311	11/17/23				TC-74.10	7/21/23			
		L-6312	1/26/18								
		L-6316A	1/26/18								

FEDERAL PROJECT NO. NON-FEDERAL

PID NO. N/A

CONSTRUCTION PROJECT NO. NONE

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

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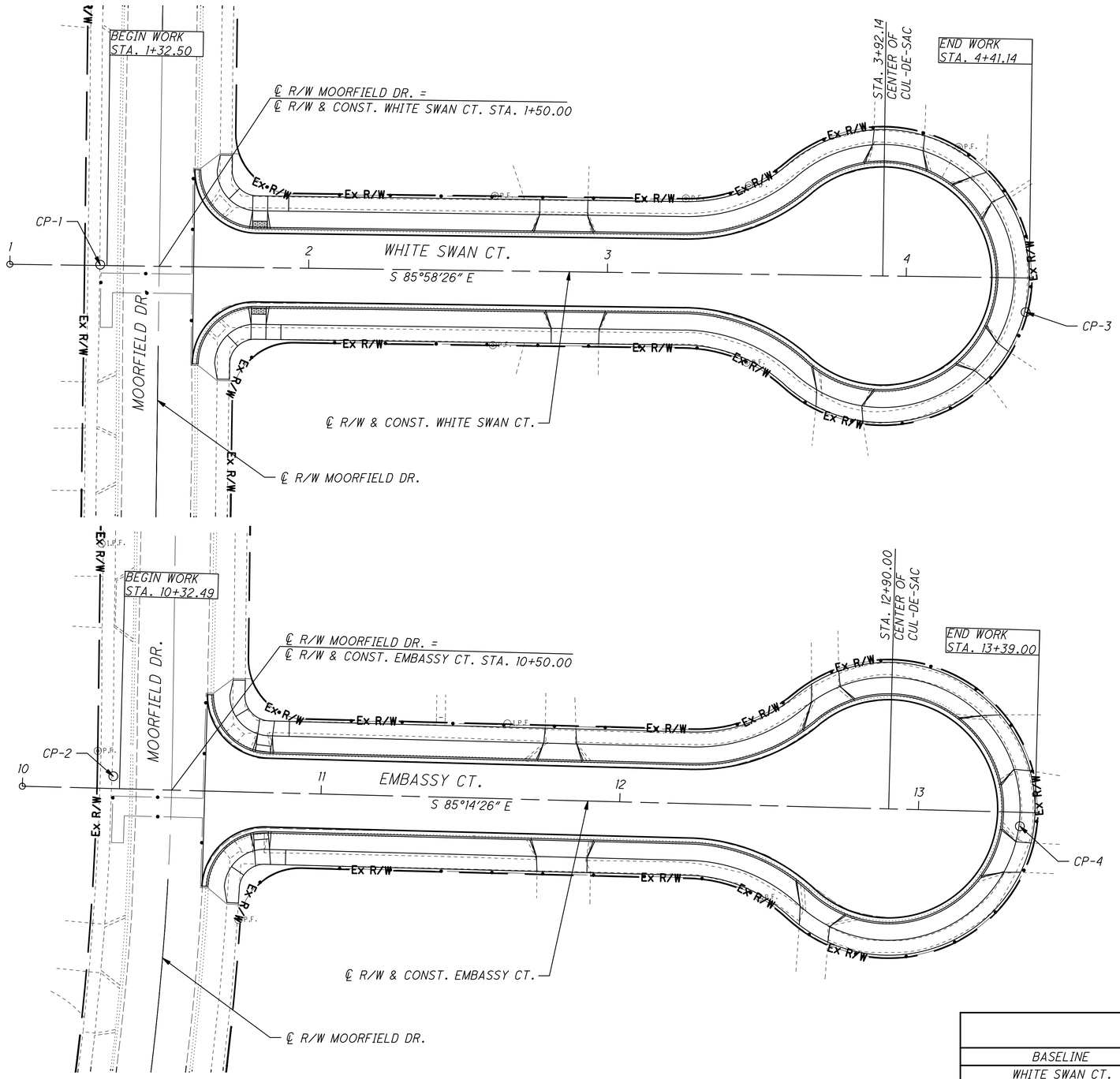

BASIS OF BEARINGS

THE BEARINGS ARE BASED ON GRID NORTH, ON THE STATE PLANE COORDINATE SYSTEM, NAD83, 2011, OHIO SOUTH ZONE, ESTABLISHED BY A GLOBAL POSITIONING SYSTEM (GPS) SURVEY.

ELEVATION DATUM

ALL ELEVATIONS ARE ORTHOMETRIC HEIGHTS USING THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), USING GEOID 18.

COORDINATE SYSTEM

THE PROJECT IS BASED ON GRID COORDINATES AND HAS NOT BEEN SCALED.

SURVEY CONTROL

ID	DESCRIPTION	NORTHING	EASTING	ELEV	STATION, OFFSET
CP-1	5/8" X 30" REBAR WITH GPD CAP	737515.384	1859961.264	820.738	1+30.25, 0.24' LT. BASED ON THE ℄ R/W OF WHITE SWAN CT.
CP-2	5/8" X 30" REBAR WITH GPD CAP	737223.421	1859940.816	817.846	10+30.37, 4.11' LT. BASED ON THE ℄ R/W OF EMBASSY CT.
CP-3	5/8" X 30" REBAR WITH GPD CAP	737481.924	1860269.572	822.571	4+40.15, 11.49' RT. BASED ON THE ℄ R/W OF WHITE SWAN CT.
CP-4	5/8" X 30" REBAR WITH GPD CAP	737189.472	1860242.768	819.169	13+34.09, 4.67' RT. BASED ON THE ℄ R/W OF EMBASSY CT.

CENTERLINE COORDINATES

BASELINE	STATION	NORTHING	EASTING
WHITE SWAN CT.	1+00.00	737517.2693	1859931.0725
WHITE SWAN CT.	1+50.00	737513.7586	1859980.9491
WHITE SWAN CT.	3+92.14	737496.7571	1860222.4915
WHITE SWAN CT.	4+42.14	737493.2465	1860272.3681
EMBASSY CT.	10+00.00	737221.8484	1859910.2145
EMBASSY CT.	10+50.00	737217.6997	1859960.0421
EMBASSY CT.	12+90.00	737197.7858	1860199.2145
EMBASSY CT.	13+40.00	737193.6370	1860249.0421

HORIZONTAL SCALE IN FEET
0 10 20 40

CALCULATED BHF
CHECKED LMO

SCHEMATIC PLAN
WHITE SWAN CT. - EMBASSY CT.

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

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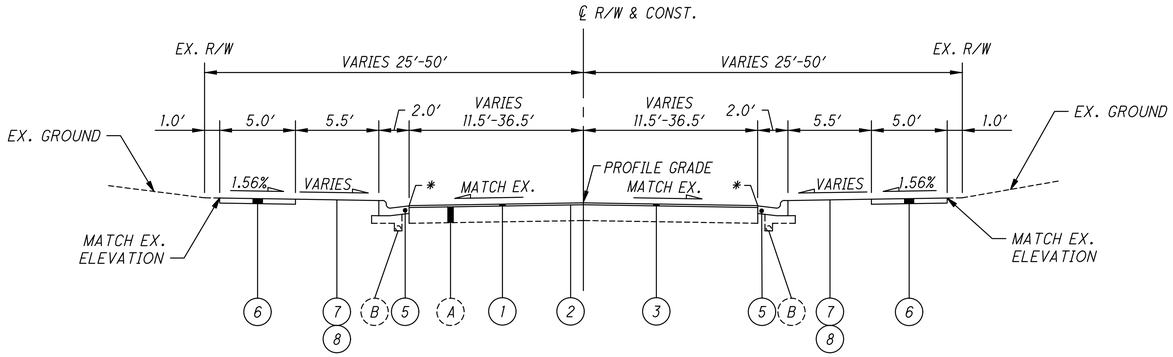


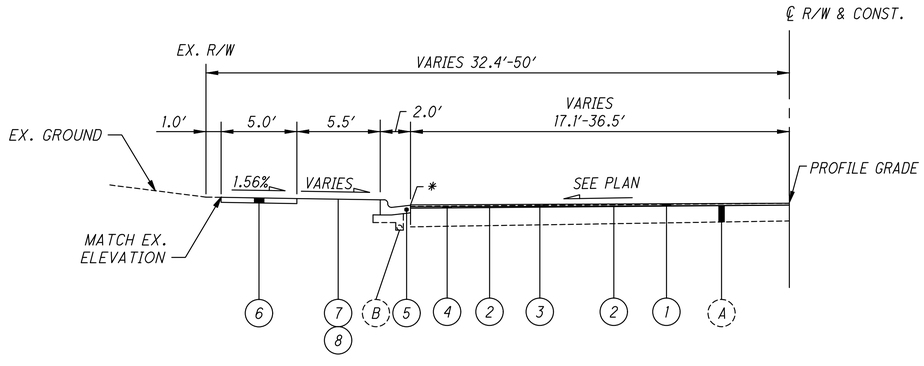
NORMAL SECTION

WHITE SWAN CT.: STA. 1+61.50 TO STA. 4+28.64
EMBASSY CT.: STA. 10+61.07 TO STA. 12+50.00
EMBASSY CT.: STA. 12+50.00 TO STA. 13+26.50 RT.

LEGEND

(1) ITEM 441 - 1.5" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22
(2) ITEM 407 - NON-TRACKING TACK COAT
(3) ITEM 254 - PAVEMENT PLANING, ASPHALT CONCRETE (1.5" DEPTH)
(4) ITEM 441 - ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448), (VARIABLE DEPTH WEDGE)
(5) ITEM 609 - COMBINATION CURB AND GUTTER, TYPE STANDARD
(6) ITEM 608 - CONCRETE WALK (4")
(7) ITEM 659 - 4" TOPSOIL
(8) ITEM 659 - SEEDING AND MULCHING, CLASS 1
(A) EX. PAVEMENT (TO REMAIN)
(B) EX. UNDERDRAIN (TO REMAIN)

* SAWCUT AT EXISTING EDGE OF PAVEMENT TO REMOVE AND REPLACE CURB AND GUTTER. DO NOT DISTURB EXISTING UNDERDRAIN.



NORMAL SECTION

EMBASSY CT: STA. 12+50.00 TO STA. 13+26.50 LT.

CALCULATED BHF
CHECKED LMO

TYPICAL SECTIONS

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

3
26

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GENERAL NOTES:

THE CURRENT CITY OF COLUMBUS CONSTRUCTION AND MATERIAL SPECIFICATIONS (CMS) TOGETHER WITH THE REQUIREMENTS OF THE CITY OF GAHANNA, SHALL GOVERN MATERIALS AND WORKMANSHIP INVOLVED IN IMPROVEMENTS SHOWN ON THESE PLANS, EXCEPT THOSE SPECIFICATIONS MODIFIED BY THE FOLLOWING SPECIFICATIONS OR CONSTRUCTION DETAILS SET FORTH HEREIN.

ALL WORK IS TO BE ACCEPTABLE TO CITY OF GAHANNA OFFICIALS. NO WORK IS TO COMMENCE UNTIL ARRANGEMENTS HAVE BEEN MADE WITH THE CITY OF GAHANNA ENGINEER FOR INSPECTION.

THE CONTRACTOR SHALL NOTIFY THE CITY OF GAHANNA ENGINEER AND RESIDENTS AT LEAST TEN WORKING DAYS PRIOR TO CONSTRUCTION.

ALL PERTINENT STANDARD CONSTRUCTION DRAWINGS ARE AVAILABLE UPON REQUEST AT THE OFFICE OF THE CITY OF GAHANNA ENGINEER.

THE CONTRACTOR IS TO SCHEDULE A PRE-CONSTRUCTION MEETING AT MINIMUM ONE BUSINESS WEEK PRIOR TO CONSTRUCTION. THE MEETING SHALL TAKE PLACE AT LEAST ONE BUSINESS WEEK PRIOR TO THE FOLLOWING: SITE CLEARING, MATERIAL DELIVERED ON-SITE, EQUIPMENT ON-SITE AND FIELD OFFICE ON-SITE.

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL, STATE AND LOCAL SAFETY REQUIREMENTS INCLUDING THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970. THE CONTRACTOR SHALL EXERCISE PRECAUTION ALWAYS FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT SHALL ALSO BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INITIATE, MAINTAIN AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, INCLUDING THE REQUIREMENTS FOR CONFINED SPACES PER 29 CFR 1910.146.

THE PRICE(S) QUOTED SHALL INCLUDE ALL ITEMS OF LABOR, MATERIALS, TOOLS, EQUIPMENT, INSURANCE AND OTHER COSTS NECESSARY TO FULLY COMPLETE THE WORK PURSUANT TO THE CONTRACT DOCUMENTS. IT IS THE INTENTION OF THE CONTRACT DOCUMENTS TO PROVIDE AND REQUIRE A COMPLETED WORK PROJECT READY FOR OPERATION. ANY WORK ITEMS OMITTED FROM SUCH CONTRACT DOCUMENTS WHICH ARE CLEARLY NECESSARY FOR THE COMPLETION OF SUCH WORK AND ITS APPURTENANCES SHALL BE CONSIDERED A PART OF SUCH WORK ALTHOUGH NOT DIRECTLY SPECIFIED OR CALLED FOR IN THE CONTRACT DOCUMENTS.

ALL FIELD TILE BROKEN DURING EXCAVATION SHALL BE REPLACED WITH NON-PERFORATED PIPE OR CONNECTED TO THE STORM SEWER SYSTEM. THE COST FOR THIS WORK SHALL BE INCLUDED IN PRICE BID FOR THE VARIOUS RELATED ITEMS.

NO NATURAL DRAINAGE COURSES SHALL BE ALTERED AND NO FILL, MATERIALS OR STRUCTURES SHALL BE PLACED IN IT UNLESS PROVISIONS ARE MADE FOR THE FLOW OF WATER IN A MANNER SATISFACTORY TO THE CITY ENGINEER.

DURING CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE ADEQUATE DRAINAGE AND PROPER SOIL EROSION CONTROL MEASURES FOR PROTECTION OF ALL ADJACENT ROADS AND LANDS.

THE CONTRACTOR SHALL REPAIR OR REPLACE ANY EXISTING SIGNS, SHRUBS, FENCES, OR OTHER PHYSICAL FEATURES DAMAGED DURING THE EXECUTION OF THIS CONTRACT AT THEIR OWN EXPENSE. ALL REPAIRS SHALL BE TO THE SATISFACTION OF THE CITY OF GAHANNA.

THE CONTRACTOR SHALL CONFINE ACTIVITIES TO THE PROJECT SITE, EXISTING RIGHT-OF-WAYS, TEMPORARY EASEMENTS AND PERMANENT EASEMENTS, AND SHALL NOT ENTER UPON OTHER PROPERTIES WITHOUT WRITTEN PERMISSION OF THE PROPERTY OWNER.

DUST CONTROL SHALL BE MAINTAINED THROUGHOUT THE ENTIRE SITE.

THE CONTRACTOR SHALL CLEAN ADJACENT STREETS ON A DAILY BASIS IF MUD IS TRACKED FROM VEHICLES VISITING THE SITE.

SHOULD WATER BE ENCOUNTERED, THE CONTRACTOR SHALL FURNISH AND OPERATE SUITABLE PUMPING EQUIPMENT OF SUCH CAPACITY ADEQUATE TO DEWATER THE TRENCH. THE TRENCH SHALL BE SUFFICIENTLY DEWATERED SO THAT THE PLACEMENT OF BEDDING AND LAYING AND JOINING OF THE PIPE IS MADE IN A TRENCH FREE OF STANDING WATER. THE CONTRACTOR SHALL CONVEY ALL TRENCH WATER TO A NATURAL DRAINAGE CHANNEL OR STORM SEWER WITHOUT CAUSING ANY PROPERTY DAMAGE. THE COST FOR DEWATERING ACTIVITIES SHALL BE INCLUDED IN PRICE BID FOR THE VARIOUS RELATED ITEMS.

THE CONTRACTOR IS ULTIMATELY RESPONSIBLE TO ENSURE CONSTRUCTION TO PLAN GRADE. THE CONTRACTOR SHALL ENSURE THERE IS A SURVEYOR'S LEVEL AND ROD ON THE PROJECT FOR USE IN PERFORMING GRADE CHECKS WHENEVER SEWER LINE STRUCTURES OR PIPES ARE BEING INSTALLED. THE CONTRACTOR SHALL MAKE THIS EQUIPMENT AVAILABLE FOR USE AND ASSIST THE CITY INSPECTOR IN PERFORMING GRADE CHECKS WHEN REQUESTED BY THE INSPECTOR. THE INSPECTOR WILL MAKE ALL REASONABLE ATTEMPTS TO CONFINE REQUESTS FOR ASSISTANCE IN PERFORMING GRADE CHECKS TO TIMES CONVENIENT TO THE CONTRACTOR. THESE CHECKS WILL BE PERFORMED TO ENSURE THAT CONSTRUCTION MATCHES PLAN GRADE, AND TO ENSURE THAT ALL EXISTING INVERTS ALONG WITH THE PROPOSED TOP OF CASTING ELEVATIONS ARE VERIFIED DURING CONSTRUCTION OF THE SEWER.

THE CONTRACTOR SHALL REFERENCE ALL IRON PINS OR MONUMENTS. IF ANY PINS OR MONUMENTS ARE DESTROYED OR DAMAGED BY THE CONTRACTOR, THEY SHALL BE ACCURATELY REPLACED BY A REGISTERED SURVEYOR IN THE STATE OF OHIO AT THE COMPLETION OF THE PROJECT.

VERTICAL CONTROL HAS BEEN ESTABLISHED FOR THE PROJECT AS SHOWN ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED SURVEYS TO COMPLETE THE PROJECT INCLUDING REESTABLISHMENT OF CONTROL POINTS, PROJECT LAYOUT AND STAKING OF EASEMENTS.

ALL CURB RAMPS AND SIDEWALKS SHALL BE CONSTRUCTED IN FULL COMPLIANCE WITH REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, INCLUDING ALL SUPPLEMENTS IN ACCORDANCE WITH THE CITY OF COLUMBUS STANDARD DRAWING 2319, INCLUDING ALL SUPPLEMENTS AND/OR REPLACEMENTS, CURRENT ON THE DATE OF THE START OF PROJECT CONSTRUCTION. SIDEWALKS SHALL BE CONSTRUCTED WITH A 3/16" PER FOOT (1.56%) CROSS SLOPE.

NO NON-RUBBER TIRED VEHICLES SHALL BE MOVED ON CITY STREETS, EXISTING PRIVATE ROADWAYS, OR PARKING LOTS UNLESS WRITTEN APPROVAL IS GRANTED BY THE APPROPRIATE CITY AUTHORITY OR PROPERTY OWNER. ANY DAMAGE MUST BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE CITY OF GAHANNA AT NO COST TO THE CITY OR PROPERTY OWNER.

ANY MODIFICATION TO THE WORK AS SHOWN ON THESE DRAWINGS MUST HAVE PRIOR WRITTEN APPROVAL BY THE CITY OF GAHANNA.

THE CONTRACTOR SHALL MAKE HIS OWN PROVISIONS TO PROVIDE A SITE STAGING AREA AND JOB TRAILER (IF REQUIRED) FOR THE PROJECT IMPROVEMENTS.

ORANGE CONSTRUCTION FENCING SHALL BE PLACED AROUND THE EXISTING TREES TO BE SAVED AND REMAIN IN PLACE DURING CONSTRUCTION.

INCONVENIENCE TO THE ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC SHALL BE KEPT TO AN ABSOLUTE MINIMUM. ALL WORK IS TO CONTINUE ON A UNIFORM BASIS AND ON SCHEDULE, PARTICULARLY THE RESTORATION AND CLEAN UP OF DISTURBED AREAS AFTER CONSTRUCTION.

THE CONTRACTOR SHALL TAKE MEASURES TO PREVENT SOIL TRANSPORT DURING CONSTRUCTION ONTO PUBLIC ROADS. THE CONTRACTOR SHALL CLEAN AND SWEEP STREETS AS DIRECTED BY THE CITY. THE COST FOR STREET SWEEPING AND CLEANING IS TO BE INCLUDED IN THE PRICE BID UNDER VARIOUS ITEMS.

THE COST OF SECURING ANY POWER POLES AS NECESSARY TO COMPLETE THE WORK SHALL BE INCLUDED IN THE PRICE BID FOR THE VARIOUS ITEMS OF THE CONTRACT.

ANY REQUIRED RELOCATION, SUPPORT, PROTECTION, RESTORATION, OR ANY OTHER ACTIVITY CONCERNED WITH THE CITY'S ELECTRICAL OR STREET LIGHTING SYSTEMS IN THE CONSTRUCTION AREA IS TO BE PERFORMED SOLELY BY THE CITY AT THE EXPENSE OF THE PROJECT. THE CITY SHALL BE NOTIFIED PRIOR TO CONSTRUCTION TO ALLOW FOR ENGINEERING AND RELOCATION OF FACILITIES.

IF ANY ELECTRIC FACILITY BELONGING TO THE CITY IS DAMAGED IN ANY MANNER BY THE CONTRACTOR, ITS AGENTS, SERVANTS, OR EMPLOYEES, THE CITY SHALL MAKE ALL NECESSARY REPAIRS, AND THE EXPENSE OF SUCH REPAIRS AND OTHER RELATED COSTS SHALL BE PAID BY THE CONTRACTOR TO THE CITY.

UTILITIES:

THE CONTRACTOR SHALL GIVE NOTICE TO OHIO811 AND TO THE OWNERS OF THE UTILITY FACILITIES SHOWN ON THE PLAN WHO ARE NOT MEMBERS OF A REGISTERED UTILITY PROTECTION SERVICE. THE ABOVE-MENTIONED NOTICE SHALL BE GIVEN AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION.

THE CONTRACTOR IS RESPONSIBLE FOR THE INVESTIGATION, LOCATION, SUPPORT, PROTECTION, AND RESTORATION OF ALL EXISTING UTILITIES AND APPURTENANCES WHETHER SHOWN ON THESE PLANS OR NOT. THE COST OF THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR THE VARIOUS RELATED ITEMS. THE CONTRACTOR SHALL EXPOSE ALL UTILITIES OR STRUCTURES PRIOR TO CONSTRUCTION TO VERIFY THE VERTICAL AND HORIZONTAL EFFECTS ON THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL GIVE NOTICE TO OHIO811 AND OTHER UTILITY OWNERS PER THE GENERAL NOTES.

WHERE POTENTIAL GRADE CONFLICTS MIGHT OCCUR WITH EXISTING UTILITIES, THE CONTRACTOR SHALL EXPOSE AND VERIFY THE DEPTH OF THE EXISTING UTILITY IN ADVANCE OF THE PROPOSED CONSTRUCTION.

THE IDENTITY AND LOCATIONS OF EXISTING UNDERGROUND UTILITIES IN THE CONSTRUCTION AREA HAVE BEEN SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS AS ACCURATELY AS PROVIDED BY THE UTILITY OWNER. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR DEPTHS OF UNDERGROUND FACILITIES SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS. IF DAMAGE IS CAUSED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF THE SAME AND FOR ANY RESULTING CONTINGENT DAMAGE.

THE FOLLOWING UTILITIES AND OWNERS ARE LOCATED WITHIN THE WORK LIMITS OF THIS PROJECT AND ARE REGISTERED MEMBERS OF THE UNDERGROUND UTILITY PROTECTION SERVICE:

AT&T
111 N. 4TH ST.
COLUMBUS, OH 43215
CONTACT: DONALD MARSHALL JR.
CELL: 614-216-2396
G01553@ATT.COM
REPAIR SERVICE: 800-288-2020
DAMAGE PREVENTION:
937-296-3929

AMERICAN ELECTRIC POWER
700 MORRISON ROAD
GAHANNA, OH 43230
CONTACT: JIM RIGDON
CENTRALOHPPR@AEP.COM
OHFIBERRELOCATE@AEP.COM

CITY OF GAHANNA SEWER DIVISION
200 S. HAMILTON RD
GAHANNA, OH 43230
OFFICE: 614-342-4440

CITY OF GAHANNA WATER DIVISION
200 S. HAMILTON RD
GAHANNA, OH 43230
OFFICE: 614-342-4440

COLUMBIA GAS OF OHIO
3550 JOHNNY APPLESEED CT
COLUMBUS, OH 43231
CONTACT: ROB CALDWELL
OFFICE: 614-818-2104
CELL: 614-370-1906
RCALDWELL@NISOURCE.COM
COLUMBIAGAS_COLUMBUSENG
@NISOURCE.COM
DAMAGE PREVENTION:
COREY TERRY 614-981-9035

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CHECKED LMO

GENERAL NOTES

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

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SEEDING AND MULCHING

THE FOLLOWING QUANTITIES ARE PROVIDED TO PROMOTE GROWTH AND CARE OF PERMANENT SEEDED AREAS:

ITEM 659 - SEEDING AND MULCHING, CLASS 1	750 SY
ITEM 659 - TOPSOIL 750 SY X (111 CY / 1000 SY)	83 CY
ITEM 659 - COMMERCIAL FERTILIZER 750 SY X (1 TON / 7410 SY)	0.10 TON
ITEM 659 - WATER 750 SY X 2 X (0.0027 M GAL / 1 SY)	4 M GAL

SEEDING AND MULCHING SHALL BE APPLIED TO ALL AREAS OF EXPOSED SOIL WITHIN THE CONSTRUCTION LIMITS. QUANTITY CALCULATIONS FOR SEEDING AND MULCHING ARE BASED ON CADD AREAS.

CLEARING AND GRUBBING

ALTHOUGH THERE ARE NO TREES OR STUMPS SPECIFICALLY MARKED FOR REMOVAL WITHIN THE LIMITS OF THE PROJECT, A LUMP SUM QUANTITY IS INCLUDED IN THE GENERAL SUMMARY FOR ITEM 201, CLEARING AND GRUBBING. ALL PROVISIONS AS SET FORTH IN THE SPECIFICATIONS UNDER THIS ITEM ARE INCLUDED IN THE LUMP SUM PRICE BID FOR ITEM 201, CLEARING AND GRUBBING.

CONSTRUCTION NOISE

ACTIVITIES AND LAND USE ADJACENT TO THIS PROJECT MAY BE AFFECTED BY CONSTRICTION NOISE. IN ORDER TO MINIMIZE ANY ADVERSE CONSTRUCTION NOISE IMPACTS, DO NOT OPERATE POWER-OPERATED CONSTRUCTION-TYPE DEVICES BETWEEN THE HOURS OF 7:00 PM AND 7:00 AM. IN ADDITION, SO NOT OPERATE AT ANY TIME ANY DEVICE IN SUCH A MANNER THAT THE NOISE CREATED SUBSTANTIALLY EXCEEDS THE NOISE CUSTOMARILY AND NECESSARILY ATTENDANT TO THE REASONABLE AND EFFICIENT PERFORMANCE OF SUCH EQUIPMENT.

WORK LIMITS

THE WORK LIMITS SHOWN ON THESE PLANS ARE FOR PHYSICAL CONSTRUCTION ONLY. PROVIDE THE INSTALLATION AND OPERATION OF ALL WORK ZONE TRAFFIC CONTROL AND WORK ZONE TRAFFIC CONTROL DEVICES REQUIRED BY THESE PLANS WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS.

REVIEW OF DRAINAGE FACILITIES

PRIOR TO THE START OF WORK AND AGAIN BEFORE FINAL ACCEPTANCE, PERFORM AN INSPECTION WITH REPRESENTATIVES OF THE CITY AND CONTRACTOR OF ALL EXISTING DRAINAGE FACILITIES THAT ARE TO REMAIN IN SERVICE WHICH MAY BE AFFECTED BY THE WORK. THE CONDITION OF THE EXISTING CONDUITS AND THEIR APPURTENANCES IS DETERMINED FROM FIELD OBSERVATIONS. RECORDS OF THE INSPECTION ARE MAINTAINED BY THE CITY.

CONFIRM ALL EXISTING SEWERS INSPECTED INITIALLY BY THE ABOVE-MENTIONED PARTIES ARE MAINTAINED AND LEFT IN A CONDITION COMPARABLE TO THAT DETERMINED BY THE ORIGINAL INSPECTION. THE CONTRACTOR IS RESPONSIBLE TO CORRECT ANY CHANGE IN THE CONDITION RESULTING FROM THEIR OPERATIONS AS DIRECTED AND APPROVED BY THE ENGINEER.

PAYMENT FOR ALL OPERATIONS DESCRIBED ABOVE SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.

HOUSE DRAINS

THE CONTRACTOR SHALL CONSTRUCT HOUSE DRAIN OUTLETS AT TWO LOCATIONS ON EACH PROPERTY. OUTLET LOCATIONS SHALL BE ALIGNED WITH EACH SIDE OF THE HOUSE, OR AS DIRECTED BY THE ENGINEER. HOUSE DRAINS SHALL BE INSTALLED FROM THE PROPOSED CURB TO 1' BEYOND BACK OF WALK. DRAIN OPENINGS IN THE CURB ARE TO BE CORED, AND NOT FORMED IN PLACE.

THE CONTRACTOR SHALL IDENTIFY ANY EXISTING HOUSE DRAINS THAT OUTLET IN THE VICINITY OF THE NEW CURB AND CONNECT THEM TO A PROPOSED HOUSE DRAIN OUTLET LOCATION.

IF A CONNECTION IS NOT MADE TO AN EXISTING HOUSE DRAIN AT THE TIME OF CONDUIT INSTALLATION, PROVIDE A CAP OR PLUG AT THE R/W LINE FOR FUTURE CONNECTION BY THE PROPERTY OWNER.

PAYMENT SHALL BE MADE AT THE UNIT PRICE BID PER FOOT FOR ITEM 603 - 3" CONDUIT, TYPE E (720.08), AS PER PLAN AND SHALL INCLUDE ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY TO PERFORM THE WORK NOTED ABOVE, INCLUDING CORING THE OPENINGS THROUGH THE CURB.

THE FOLLOWING QUANTITY HAS BEEN INCLUDED IN THE GENERAL SUMMARY FOR THE WORK NOTED ABOVE:

ITEM 603 - 3" CONDUIT, TYPE E (720.08), AS PER PLAN	384 FT

ITEM 253 - PAVEMENT REPAIR

THE FOLLOWING CONTINGENCY QUANTITY HAS BEEN INCLUDED IN THE GENERAL SUMMARY FOR USE AS DIRECTED BY THE ENGINEER:

ITEM 253 - PAVEMENT REPAIR	70 CY

CALCULATED BHF
CHECKED LMO

GENERAL NOTES

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EXISTING LEGEND:

- EXISTING PAVEMENT CENTERLINE MARKING
- EXISTING STOP BAR
- EXISTING CROSSWALK
- EXISTING LANE LINE
- EXISTING STORM SEWER
- EXISTING WALL
- EXISTING GAS LINE (—G—)
- EXISTING SANITARY SEWER (—SAN—)
- EXISTING WATER LINE (—W—)
- EXISTING CURB
- EXISTING EDGE OF PAVEMENT
- EXISTING DRIVEWAY
- EXISTING WALK
- EXISTING STEP
- EXISTING MULCH BED
- EXISTING SHOULDER AGGREGATE
- EXISTING FENCE (—x—x—)
- EXISTING BUILDING
- EXISTING RIGHT OF WAY (Ex R/W)
- EXISTING UTILITY EASEMENT (Ex U)
- EXISTING LOT LINE
- EXISTING PROPERTY LINE
- EXISTING TREE LINE
- EXISTING GUARDRAIL
- EXISTING UTILITY POLE
- EXISTING GUY WIRE
- EXISTING CATCH BASIN NO. AA-S125A
- EXISTING CATCH BASIN NO. AA-S125B
- EXISTING CATCH BASIN NO. AA-S133A
- EXISTING CATCH BASIN NO. AA-S130
- EXISTING GAS VALVE (G)
- EXISTING GAS SERVICE VALVE (GS)
- EXISTING GAS METER (G)
- EXISTING SIGN
- EXISTING AIR CONDITIONING UNIT (AC)
- EXISTING LANDSCAPING ROCK
- EXISTING TREE
- EXISTING SHRUB
- EXISTING STUMP
- EXISTING UNKNOWN VALVE (U)
- EXISTING MAILBOX (MB)
- EXISTING FLAG POLE
- EXISTING PEDESTRIAN PUSH BUTTON
- EXISTING TRAFFIC BOX (TR)
- EXISTING SANITARY MANHOLE (SA)
- EXISTING STORM MANHOLE (D)
- EXISTING CLEAN OUT (CO)
- EXISTING WATER VALVE (W)
- EXISTING WATER SERVICE VALVE (WS)
- EXISTING HYDRANT

PROPOSED LEGEND:

- BORING CORE LOCATION
- CONSTRUCTION LIMITS
- SAWCUT LINE
- PROPOSED EDGE OF PAVEMENT
- PROPOSED CURB RAMP
- PROPOSED DETECTABLE WARNING
- PROPOSED WALK
- PROPOSED CURB
- PROPOSED DRIVEWAY
- PROPOSED WATER LINE (W)
- PROPOSED WATER SERVICE LINE
- PROPOSED WATER VALVE (W)
- PROPOSED WATER SERVICE VALVE (WS)
- PROPOSED HYDRANT

ABBREVIATIONS:

TBA - TO BE ABANDONED
TBR - TO BE REMOVED
ATG - ADJUST TO GRADE
RTG - RECONSTRUCT TO GRADE
DND - DO NOT DISTURB
TBRL - TO BE RELOCATED
TBRLO - TO BE RELOCATED BY OTHERS
WS - WATER SERVICE
WSNF - WATER SERVICE NOT FOUND

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CHECKED LMO

GENERAL NOTES

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

NOTIFICATION

THE CONTRACTOR SHALL NOTIFY THE FOLLOWING ENTITIES AT LEAST FOURTEEN (14) DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION ACTIVITIES. INCLUDED IN THE NOTIFICATION SHALL BE THE PROJECTED DATES AND TIME FRAMES OF ANY ROAD CLOSURES OR DETOURS.

1. GAHANNA DIVISION OF POLICE
   460 ROCKY FORK BOULEVARD
   GAHANNA, OHIO 43230
   (614) 342-4240

2. MIFFLIN TOWNSHIP DIVISION OF FIRE
   400 W. JOHNSTOWN RD
   GAHANNA, OHIO 43230
   (614) 471-4494

3. GAHANNA PUBLIC WORKS DEPARTMENT
   200 S. HAMILTON RD
   GAHANNA, OHIO 43230
   (614) 342-4000

4. GAHANNA-JEFFERSON PUBLIC SCHOOLS
   160 S. HAMILTON RD
   GAHANNA, OHIO 43230
   (614) 471-7065

SHOULD ANY OF THE PROJECTED DATES AND TIME FRAMES OF THE START AND END OF THE ROAD CLOSURES CHANGE THROUGHOUT THE DURATION OF THE PROJECT, THE AGENCIES LISTED ABOVE MUST BE NOTIFIED IMMEDIATELY.

METHOD OF CONSTRUCTION

THE CONTRACTOR SHALL CONSTRUCT ALL ROADWAY AND UTILITY IMPROVEMENTS UTILIZING DAILY LANE CLOSURES UNDER FLAGGER CONTROL PER ODOT STANDARD CONSTRUCTION DRAWING MT-97.10. TRAFFIC SHALL BE RESTORED TO THE EXISTING TRAFFIC PATTERNS AT THE END OF EACH WORK DAY.

CONSTRUCTION DURING OFF-PEAK HOURS

OFF-PEAK HOURS ARE DEFINED AS ANY PERIOD OTHER THAN 6:00-8:00 AM AND 3:00-6:00 PM.

ACCESS TO PROPERTIES

ACCESS SHALL BE MAINTAINED TO ALL RESIDENTIAL AND COMMERCIAL PROPERTIES EXCEPT WHEN A DRIVEWAY MUST BE CLOSED FOR CONSTRUCTION. ALL RESIDENTS AND PROPERTY OWNERS SHALL BE PROVIDED WRITTEN NOTIFICATION BY THE CONTRACTOR A MINIMUM OF 24 HOURS PRIOR TO THE CLOSURE. THE NOTICE SHALL LIST THE TIME THE CLOSURE WILL BE IN EFFECT AND SHALL LIST 24-HOUR EMERGENCY PHONE NUMBERS OF THE CONTRACTOR RESPONSIBLE FOR THE CLOSURE. THE TIMES SHALL BE COORDINATED WITH EACH RESIDENT AND PROPERTY OWNER. INDIVIDUAL DRIVE CLOSURES SHALL BE KEPT TO THE MINIMUM TIME NEEDED FOR CONSTRUCTION ACTIVITIES. EVERY EFFORT MUST BE MADE TO ACCOMMODATE THE RESIDENT OR OWNER'S NEED FOR ACCESS. ACCESS MAY BE MAINTAINED WITH THE USE OF ASPHALT, AGGREGATE, OR STEEL PLATES.

WHERE A DRIVEWAY IS WIDE ENOUGH, THE CONTRACTOR SHALL CONSTRUCT THE DRIVEWAY PART-WIDTH WHILE MAINTAINING TWO-WAY TRAFFIC. WHERE A PROPERTY HAS MORE THAN ONE DRIVEWAY, DRIVES SHALL BE CONSTRUCTED ONE AT A TIME.

ALL LABOR AND MATERIALS REQUIRED FOR THE WORK DESCRIBED ABOVE SHALL BE CONSIDERED INCIDENTAL TO AND INCLUDED IN THE LUMP SUM PRICE BID FOR ITEM 614 - MAINTAINING TRAFFIC.

DUST CONTROL

THE CONTRACTOR SHALL FURNISH AND APPLY WATER FOR DUST CONTROL AS DIRECTED BY THE ENGINEER. THE FOLLOWING QUANTITY HAS BEEN INCLUDED FOR DUST CONTROL PURPOSES:

ITEM 616 - WATER — 10 MGAL

ITEM 614 - MAINTAINING TRAFFIC

THIS ITEM SHALL CONSIST OF MAINTENANCE OF TRAFFIC ON EXISTING ROADWAYS IN ACCORDANCE WITH THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, CURRENT EDITION, LATEST REVISION, THE SPECIFICATIONS AND THE FOLLOWING:

1. THE CONTRACTOR SHALL INFORM ALL ENTITIES LISTED IN THE NOTIFICATION NOTE SEVEN (7) DAYS PRIOR TO THE BEGINNING OF WORK.

2. ONLY DURING OFF-PEAK PERIODS SHALL THE CONTRACTOR INSTALL AND SUBSEQUENTLY REMOVE ALL TRAFFIC CONTROL NECESSARY FOR THE WORK ZONES FOR EACH CONSTRUCTION PHASE.

3. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO MINIMIZE DISRUPTION TO THE TRAVELING PUBLIC DURING CONSTRUCTION OF THIS PROJECT.

4. SIGNS FURNISHED SHALL BE IN NEW OR LIKE NEW CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES FOR PROVIDING AND LIGHTS, SIGNS, AND BARRICADES FOR THE MAINTENANCE OF TRAFFIC AND SAFETY OF HIS/HER WORK AT THE LOCATIONS SHOWN ON THESE PLANS.

ALL WORK AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH C&MS 614 AND OTHER APPLICABLE PORTIONS OF THE SPECIFICATIONS, AS WELL AS THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. PAYMENT FOR ALL LABOR, EQUIPMENT AND MATERIALS SHALL BE INCLUDED IN THE LUMP SUM BID FOR ITEM 614 - MAINTAINING TRAFFIC.

NOTICE OF TRAFFIC RESTRICTIONS

THROUGHOUT THE DURATION OF THE PROJECT, THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER IN WRITING OF ALL TRAFFIC RESTRICTIONS AND UPCOMING MAINTENANCE OF TRAFFIC CHANGES. THE CONTRACTOR SHALL ENSURE THE WRITTEN NOTIFICATION IS SUBMITTED IN A TIMELY MANNER TO ALLOW THE PROJECT ENGINEER TO MEET THE REQUIRED TIME FRAMES SET FORTH IN THE TABLE BELOW TO INFORM THE SPECIAL HAULING PERMITS SECTION (HAULING.PERMITS@DOT.OHIO.GOV) AND THE DISTRICT PUBLIC INFORMATION OFFICE (PIO). THIS NOTIFICATION SHALL BE RECEIVED BY THE PROJECT ENGINEER PRIOR TO THE PHYSICAL SETUP OF ANY APPLICABLE SIGNS OR MESSAGE BOARDS.

INFORMATION SHOULD INCLUDE, BUT IS NOT LIMITED TO, ALL CONSTRUCTION ACTIVITIES THAT IMPACT OR INTERFERE WITH TRAFFIC AND SHALL LIST THE SPECIFIC LOCATION, TYPE OF WORK, ROAD STATUS, DATE AND TIME OF RESTRICTION, DURATION OF RESTRICTION, NUMBER OF LANES MAINTAINED, NUMBER OF LANES CLOSED, MINIMUM VERTICAL CLEARANCE, MINIMUM WIDTH OF DRIVEABLE PAVEMENT, DETOUR ROUTES, IF APPLICABLE, AND ANY OTHER INFORMATION REQUESTED BY THE PROJECT ENGINEER.

NOTIFICATION OF TRAFFIC RESTRICTIONS TIME TABLE

ITEM	DURATION OF CLOSURE	SIGN DISPLAY TO PUBLIC
LANE CLOSURES & RESTRICTIONS	≥ 2 WEEKS	14 CALENDAR DAYS PRIOR TO CLOSURE
	< 2 WEEKS	5 BUSINESS DAYS PRIOR TO CLOSURE
START OF CONSTRUCTION & TRAFFIC PATTERN CHANGES	N/A	14 CALENDAR DAYS PRIOR TO IMPLEMENTATION

ANY UNFORESEEN CONDITIONS NOT LISTED IN THE PLANS REQUIRING TRAFFIC RESTRICTIONS SHALL ALSO BE REPORTED TO THE PROJECT ENGINEER USING THE NOTIFICATION TIME TABLE.

MAINTENANCE OF TRAFFIC:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND SAFE MOVEMENT OF PEDESTRIANS THROUGH, AROUND AND AWAY FROM THE CONSTRUCTION SITE AS DESIGNATED IN SECTION 60.01 OF THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (OMUTCD).

THE SAFETY OF PEDESTRIAN TRAFFIC SHALL BE CONSIDERED AT ALL TIMES IN THE PROVISION OF TRAFFIC CONTROL DEVICES REQUIRED BY THESE PLANS AND NOTES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE LIGHTS, SIGNS, BARRICADES AND OTHER WARNINGS TO PHYSICALLY SEPARATE THE PEDESTRIAN FROM HAZARDS INCIDENTAL TO THE CONSTRUCTION OPERATIONS SUCH AS OPEN EXCAVATIONS, ETC.

ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED, ERECTED, MAINTAINED AND REMOVED BY THE CONTRACTOR IN ACCORDANCE WITH THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (OMUTCD) FOR CONSTRUCTION AND MAINTENANCE OPERATIONS. ALL DEVICES SHALL MEET FP-85 REFLECTANCE STANDARDS AND IN FULL COMPLIANCE WITH "QUALITY STANDARDS FOR WORK ZONE TRAFFIC CONTROL DEVICES" PUBLISHED BY ATTSSA. ALL TRAFFIC CONTROL DEVICES MUST MEET NCHRP 350.

STEADY BURNING, TYPE "C" LIGHTS SHALL BE REQUIRED ON ALL BARRICADES, DRUMS AND SIMILAR TRAFFIC CONTROL DEVICES IN USE AT NIGHT. ALL SIGNS, NINE SQUARE FEET (36" X 36") AND OVER SHALL HAVE YELLOW TYPE "A" LOW INTENSITY FLASHING WARNING LIGHTS AND THREE FLAGS. CONES ARE NOT APPROVED FOR USE AT NIGHT.

THE ROADWAY SHALL NOT BE OPENED TO TRAFFIC UNTIL PERMANENT TRAFFIC CONTROLS ARE IN PLACE OR UNTIL TEMPORARY TRAFFIC CONTROLS APPROVED BY THE INSPECTOR ARE INSTALLED. THE CONTRACTOR ASSUMES ALL LIABILITY FOR THE PREMATURE REMOVAL OF TEMPORARY TRAFFIC CONTROLS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REINSTALLATION AND/OR REPLACEMENT OF ALL PERMANENT TRAFFIC CONTROL DEVICES DAMAGED OR REMOVED DURING THE CONSTRUCTION. PERMANENT TRAFFIC CONTROLS NO LONGER IN CONFLICT WITH TEMPORARY TRAFFIC CONTROLS SHALL BE REPLACED IMMEDIATELY.

ALL PERMANENT TRAFFIC CONTROLS NOT IN CONFLICT WITH THE TEMPORARY TRAFFIC CONTROLS SHALL BE MAINTAINED THROUGHOUT THE PROJECT BY THE CONTRACTOR. THE CONTRACTOR SHALL ASSUME ALL LIABILITY FOR MISSING, DAMAGED, AND IMPROPERLY PLACED TRAFFIC CONTROL DEVICES.

ALL TRENCHES WITHIN THE ROAD RIGHT-OF-WAY SHALL BE BACKFILLED OR SECURELY PLATED DURING NON-WORKING HOURS.

ALL LANES SHALL BE FULLY OPEN TO TRAFFIC ON ALL PUBLIC STREETS AND ALLEYS UNLESS OTHERWISE APPROVED BY THE CITY OF GAHANNA.

ANY WORK DONE BY THE CITY INCLUDING INSTALLATION, RELOCATION, REMOVAL AND/OR REPLACEMENT OF PERMANENT TRAFFIC CONTROL DEVICES AS A RESULT OF WORK DONE BY THE CONTRACTOR OR AS A RESULT OF THE NEGLIGENCE OF THE CONTRACTOR SHALL BE AT THE EXPENSE OF THE CONTRACTOR.

CALCULATED DLS | CHECKED AKF

MAINTENANCE OF TRAFFIC NOTES

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

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GENERAL NOTES

1. THE CONTRACTOR SHALL PROVIDE SEDIMENT CONTROL AT ALL POINTS WHERE WATER LEAVES THE PROJECT, INCLUDING WATERWAYS, OVERLAND SHEET FLOW, AND STORM SEWERS, WHETHER SPECIFICALLY SHOWN ON THE PLANS OR NOT.

2. ACCEPTED METHODS OF PROVIDING EROSION/SEDIMENT CONTROL INCLUDE BUT ARE NOT LIMITED TO: SEDIMENT FILTERS, SILT FILTER FENCE, ROCK CHECK DAMS, AND TEMPORARY GROUND COVER.

3. THE CONTRACTOR SHALL PROVIDE ADEQUATE DRAINAGE OF THE WORK AREA AT ALL TIMES CONSISTENT WITH EROSION CONTROL PRACTICES.

4. DISTURBED AREAS THAT WILL REMAIN UNWORKED FOR 45 DAYS OR MORE SHALL BE SEEDED WITHIN 7 CALENDAR DAYS OF THE DISTURBANCE. OTHER SEDIMENT CONTROLS THAT ARE INSTALLED SHALL BE MAINTAINED UNTIL VEGETATIVE GROWTH HAS BEEN ESTABLISHED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL TEMPORARY SEDIMENT CONTROL DEVICES AT THE CONCLUSION OF CONSTRUCTION BUT NOT BEFORE GROWTH OF PERMANENT GROUND COVER.

5. ALL DENUDED AREAS, INCLUDING STOCKPILED TOPSOIL AND EXCAVATED MATERIAL, ARE TO BE PROTECTED THROUGH THE USE OF TEMPORARY SEEDING, OR COVERED WITH ANCHORED STRAW MULCH.

6. FINAL GRADING WILL BE CONSISTENT WITH PRECONSTRUCTION TOPOGRAPHY TO MAINTAIN DRAINAGE AND AESTHETICS.

7. REMOVE ONLY THE TREES, SHRUBS, AND GRASSES THAT MUST BE REMOVED TO PERMIT ACTUAL CONSTRUCTION. PROTECT THE REMAINING TO PRESERVE THEIR AESTHETIC AND EROSION CONTROL VALUE.

8. BACKFILL TRENCHES IMMEDIATELY AFTER USE. SEED AND MULCH TRENCH AREA WITHIN 2 WEEKS AFTER AREA OR SECTION HAS BEEN OPENED.

9. SETTLING FACILITIES, SEDIMENT FILTERS, PERIMETER CONTROLS, AND OTHER PRACTICES INTENDED TO TRAP SEDIMENT SHALL BE IMPLEMENTED AS THE FIRST STEP OF GRADING OR CONSTRUCTION AND WITHIN 7 DAYS FROM THE START OF GRUBBING. THEY SHALL CONTINUE TO FUNCTION UNTIL THE UPSLOPE DEVELOPMENT AREA IS RESTABILIZED.

10. STORM SEWER INLET PROTECTION - ALL STORM SEWER INLETS WHICH ACCEPT WATER RUNOFF FROM THE PROJECT AREA SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER WILL NOT ENTER THE STORM SEWER SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT, UNLESS THE STORM SEWER SYSTEM DRAINS TO A SETTLING FACILITY. THESE CONTROLS SHALL BE SELECTED AND LOCATED AS INDICATED IN THE PLANS AND AS DIRECTED BY THE CITY ENGINEER.

11. CONSTRUCTION ACCESS ROUTES - MEASURES SHALL BE TAKEN TO PREVENT SOIL TRANSPORT ONTO SURFACES WHERE RUNOFF IS NOT CHECKED BY SEDIMENT CONTROLS, OR ONTO PUBLIC ROADS. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT OFF-SITE TRACKING OF SEDIMENTS BY VEHICLES AND EQUIPMENT IS ELIMINATED.

12. SLOUGHING AND DUMPING - NO SOIL, ROCK, DEBRIS, OR ANY OTHER MATERIAL SHALL BE DUMPED OR PLACED INTO A WATER RESOURCE OR INTO SUCH PROXIMITY THAT IT MAY READILY SLOUGH, SLIP, OR ERODE INTO A WATER RESOURCE UNLESS SUCH DUMPING OR PLACING IS AUTHORIZED BY THE CITY ENGINEER. UNSTABLE SOILS PRONE TO SLIPPING OR LANDSLIDING SHALL NOT BE GRADED, EXCAVATED, FILLED, OR HAVE LOADS IMPOSED UPON THEM UNLESS THE WORK IS DONE IN ACCORDANCE WITH A QUALIFIED PROFESSIONAL ENGINEER'S RECOMMENDATIONS TO CORRECT, ELIMINATE, OR ADEQUATELY ADDRESS THE PROBLEMS.

13. MAINTENANCE AND INSPECTION - ALL STORMWATER AND POLLUTION PREVENTION PRACTICES SHALL BE DESIGNED AND CONSTRUCTED TO MINIMIZE MAINTENANCE REQUIREMENTS. THEY SHALL BE MAINTAINED AND REPAIRED AS NEEDED TO ENSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION. MAINTENANCE AND INSPECTION OF ALL EROSION/SEDIMENT CONTROL DEVICES REQUIRED BY THE CITY ENGINEER SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. INSPECTIONS SHALL BE PERFORMED BY THE CONTRACTOR A MINIMUM OF ONCE EVERY 7 CALENDAR DAYS AND/OR WITHIN 24 HOURS AFTER A RAIN EVENT OF GREATER THAN 0.5 INCHES IN A 24-HOUR PERIOD. RECORDS SHALL BE KEPT ON SITE FOR INSPECTION AT ANY TIME BY THE CITY'S DESIGNATED REPRESENTATIVE, WHO REQUIRES ADVANCE NOTIFICATION AND MAY WISH TO ATTEND THESE INSPECTIONS. THESE INSPECTIONS SHALL IDENTIFY AREAS CONTRIBUTING TO STORMWATER DISCHARGES ASSOCIATED WITH THE PROJECT; EVALUATE THE ADEQUACY, IMPLEMENTATION, AND MAINTENANCE OF EXISTING AND PROPOSED EROSION/SEDIMENTATION MEASURES; AND DETERMINE WHETHER ADDITIONAL MEASURES ARE REQUIRED. ACCEPTABLE INSPECTION REPORTS SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE CITY ENGINEER WITHIN 48 HOURS OF INSPECTION COMPLETION.

14. OUTFLOWS FROM DEWATERING OPERATIONS - ALL WATER PRODUCED FROM CLEANING AND DEWATERING OPERATIONS, WHETHER SPECIFICALLY FROM TRENCH DEWATERING OPERATIONS OR FROM MORE EXTENSIVE DEWATERING OPERATIONS, SHALL BE DISCHARGED IN SUCH A MANNER AS TO ELIMINATE EROSION FROM SUCH DISCHARGE.

15. ADDITIONAL CONTROLS - THE CONTRACTOR SHALL ENSURE THAT NO SEDIMENTS ARE TRACKED OFF-SITE BY CONSTRUCTION EQUIPMENT, VEHICLES, AND WORKERS. THE CONTRACTOR SHALL ALSO ENSURE THAT NO SOLID OR LIQUID WASTE IS DISCHARGED INTO ANY STORMWATER FLOW.

16. ALL EROSION SEDIMENTATION CONTROL PRACTICES ARE SUBJECT TO FIELD MODIFICATIONS AT THE DISCRETION OF THE CITY ENGINEER OR THEIR DESIGNATED REPRESENTATIVE.

17. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE CITY OF GAHANNA TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF INITIAL SITE LAND DISTURBANCE ON ANY SITE. THIS INCLUDES SITE CLEARING, GRUBBING, AND ANY EARTH MOVING. PRIMARY EROSION AND SEDIMENT CONTROL PRACTICES ARE MANDATED BY REGULATIONS TO BE IN PLACE PRIOR TO THE BEGINNING OF THE CONSTRUCTION ACTIVITY.

SEQUENCE OF CONSTRUCTION

1. INSTALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (INLET PROTECTION AND CONCRETE WASHOUT AREA) PRIOR TO BEGINNING EARTH DISTURBING OR GRADING ACTIVITIES.

2. BEGIN ROADWAY WORK/CONSTRUCTION.

3. SEED DISTURBED AREAS AS CONSTRUCTION PROGRESSES OR AS NEEDED.

4. REMOVE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AS UPLAND AREAS ARE PERMANENTLY SEEDED AND VEGETATION HAS BEEN ESTABLISHED.

PROHIBITED CONSTRUCTION ACTIVITIES

THE CONTRACTOR SHALL NOT USE CONSTRUCTION PROCEDURES, ACTIVITIES, OR OPERATIONS THAT MAY UNNECESSARILY IMPACT THE NATURAL ENVIRONMENTAL OR THE PUBLIC HEALTH AND SAFETY. PROHIBITED CONSTRUCTION PROCEDURES, ACTIVITIES, OR OPERATIONS INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

1. DISPOSING OF EXCESS OR UNSUITABLE EXCAVATED MATERIAL IN WETLANDS OR FLOOD PLAINS, EVEN WITH THE PERMISSION OF THE PROPERTY OWNER.

2. INDISCRIMINATE, ARBITRARY, OR CAPRICIOUS OPERATION OF EQUIPMENT IN ANY STREAM CORRIDORS, ANY WETLANDS, ANY SURFACE WATERS, OR OUTSIDE THE EASEMENT LIMITS.

3. PUMPING OF SEDIMENT LADEN WATER FROM TRENCHES OR OTHER EXCAVATIONS INTO ANY SURFACE WATERS, ANY STREAM CORRIDORS, ANY WETLANDS, OR STORM DRAINS.

4. DISCHARGING POLLUTANTS SUCH AS CHEMICALS, FUELS, LUBRICANTS, BITUMINOUS MATERIALS, RAW SEWAGE, AND/OR ANY OTHER HARMFUL WASTE, INTO OR ALONGSIDE OF RIVERS, STREAMS, IMPOUNDMENTS, OR INTO NATURAL OR MAN-MADE CHANNELS LEADING THERETO.

5. PERMANENT OR UNSPECIFIED ALTERATION OF THE FLOWLINE OF A STREAM.

6. DAMAGING VEGETATION OUTSIDE OF THE CONSTRUCTION AREA.

7. DISPOSAL OF TREES, BRUSH, AND OTHER DEBRIS IN ANY STREAM CORRIDORS, WETLANDS, OR SURFACE WATERS.

8. OPEN BURNING OF PROJECT DEBRIS WITHOUT A PERMIT.

9. STORING CONSTRUCTION EQUIPMENT AND VEHICLES AND/OR STOCKPILING CONSTRUCTION MATERIALS ON PROPERTY (PUBLIC OR PRIVATE) NOT PREVIOUSLY SPECIFIED BY THE CITY ENGINEER FOR SAID PURPOSES.

TEMPORARY EROSION AND SEDIMENT CONTROL

THE FOLLOWING ESTIMATED QUANTITIES ARE TO BE USED AS DIRECTED BY THE CITY ENGINEER FOR TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES:

ITEM 207, INLET PROTECTION	5 EACH
ITEM 207, DESIGNATED CONCRETE WASHOUT AREA	1 EACH

CALCULATED BHF
CHECKED LMO

EROSION CONTROL

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

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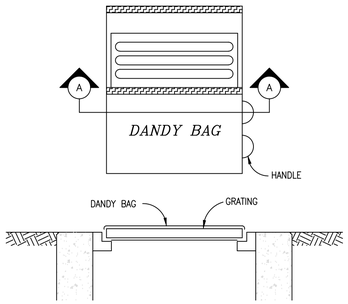
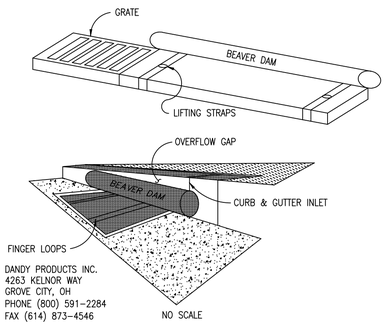


SECTION A
NO SCALE

INSTALLATION: STAND GRATE ON END. PLACE DANDY BAG OVER GRATE. FLIP GRATE OVER SO THAT OPEN END IS UP. PULL UP SLACK. TUCK FLAP IN. BE SURE END OF GRATE IS COMPLETELY COVERED BY FLAP OR DANDY BAG WILL NOT FIT PROPERLY. HOLDING HANDLES, CAREFULLY PLACE DANDY BAG WITH GRATE INSERTED INTO CATCH BASIN FRAME SO THAT RED DOT ON THE TOP OF THE DANDY BAG IS VISIBLE.

MAINTENANCE: AFTER SILT HAS DRIED, REMOVE IT FROM THE SURFACE OF DANDY BAG WITH BROOM.

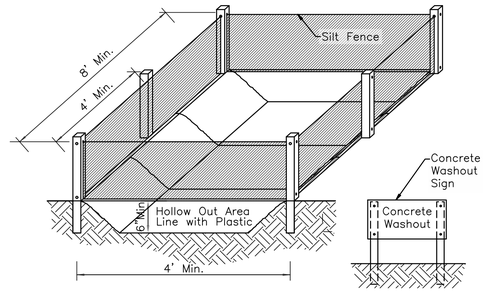
DANDY BAG DETAIL
FOR CATCH BASINS



INSTALLATION: STAND GRATE ON END. SLIDE THE BEAVER DAM BAG ON WITH DAM ON TOP OF GRATE. PULL ALL EXCESS DOWN. LAY UNIT ON ITS SIDE. CAREFULLY TUCK FLAP IN. PRESS VELCRO STRIPS TOGETHER. INSTALL THE UNIT MAKING SURE FRONT EDGE OF GRATE IS INSERTED IN FRAME FIRST THEN LOWER BACK INTO PLACE. PRESS VELCRO DOTS TOGETHER WHICH ARE LOCATED UNDER LIFTING STRAPS. THIS INSURES STRAPS REMAIN FLUSH WITH GUTTER.

MAINTENANCE: WITH A STIFF BRISTLE BROOM SWEEP SILT & OTHER DEBRIS OFF SURFACE AFTER EACH EVENT.

BEAVER DAM DETAIL
FOR CURB & GUTTER INLETS



NOTES:
1. CONCRETE TRUCKS SHALL UTILIZE CONCRETE WASHOUT AREAS TO WASHOUT TRUCKS. WASH WATER SHALL NOT OVERTOP THE PERIMETER BARRIERS. ACCUMULATED WASH WATER AND CONCRETE SHALL BE REMOVED AND PROPERLY DISPOSED OF WHEN THE LEVEL OF THE RETAINED MATERIAL REACHES HALF-WAY UP THE SIDE OF THE SILT FENCE. MAINTAINING AND REMOVING THE CONCRETE WASHOUT AREA SHALL BE INCLUDED IN THE BID ITEM FOR THE PROJECT.
2. SILT FENCE SHALL BE ENTRENCHED, BACKFILLED, AND COMPACTED PER THE SILT FENCE DETAIL. FENCE SHALL BE SUPPORTED BY STAKES EVERY FOUR FEET.
3. THE WASHOUT AREA SHALL BE INSTALLED ON LEVEL GROUND AND THE AREA MARKED WITH A HIGHLY VISIBLE SIGN. IF IT IS NOT FEASIBLE TO INSTALL ON LEVEL GROUND, THE AREA SHALL BE PROTECTED WITH A SECONDARY SEDIMENT BARRIER.

THE EXACT LOCATION OF THE CONCRETE WASHOUT(S) MAY BE FIELD LOCATED BY THE PROJECT ENGINEER/SITE CONTACT.

THE USE OF PORTABLE CONCRETE WASHOUT UNITS IS APPROVED FOR ALL CONSTRUCTION AREAS IN THE CITY OF GAHANNA.

CONCRETE WASHOUT AREA

SEE SHEET 8 FOR ESTIMATED EROSION CONTROL QUANTITIES.

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EROSION CONTROL

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

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SHEET NUMBER										ALT (X)	ITEM	GRAND TOTAL	UNIT	DESCRIPTION	SEE SHEET NO.
	5		8		12		20								
														ROADWAY	
	LS										201	LS		CLEARING AND GRUBBING	
							221				202	221	SY	PAVEMENT REMOVED	
					4385						202	4385	SF	WALK REMOVED	
					1220						202	1220	FT	CURB AND GUTTER REMOVED	
							221				204	221	SY	SUBGRADE COMPACTION	
					5432						608	5432	SF	4" CONCRETE WALK	
					40						608	40	SF	8" CONCRETE WALK	
					4						608	4	EACH	CURB RAMP	
					40						608	40	SF	DETECTABLE WARNING, TYPE E	
														EROSION CONTROL	
			5								207	5	EACH	INLET PROTECTION	
			1								207	1	EACH	DESIGNATED CONCRETE WASHOUT AREA	
	83										659	83	CY	TOPSOIL	
	750										659	750	SY	SEEDING AND MULCHING, CLASS 1	
	0.10										659	0.10	TON	COMMERCIAL FERTILIZER	
	4										659	4	MGAL	WATER	
														DRAINAGE	
	384										603	384	FT	3" CONDUIT, TYPE E (720.08), AS PER PLAN	5
														PAVEMENT	
	70										253	70	CY	PAVEMENT REPAIR	
					2012						254	2012	SY	PAVEMENT PLANING, ASPHALT CONCRETE (1.5" DEPTH)	
					57						259	57	CY	PERMANENT PAVEMENT REPLACEMENT, TYPE 1	
					172						407	172	GAL	NON-TRACKING TACK COAT	
					7						441	7	CY	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448), PG64-22 (VARIABALE DEPTH WEDGE)	
							221				452	221	SY	6" NON-REINFORCED CONCRETE PAVEMENT, CLASS COC MS	
					1230						609	1230	FT	COMBINATION CURB AND GUTTER, TYPE STANDARD	
														PAVEMENT ALTERNATES	
					84					X	441	84	CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22 (ALTERNATE 1)	
					84					X	1505	84	CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22 (HIGH RECYCLED ASPHALT PAVEMENT CONTENT) (ALTERNATE 2)	

CALCULATED BHF
CHECKED LMO

GENERAL SUMMARY

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

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SHEET NUMBER										ALT (X)	ITEM	GRAND TOTAL	UNIT	DESCRIPTION	SEE SHEET NO.
	7		13		25										
														WATER WORK	
			580								801	580	LF	6" WATER PIPE AND FITTINGS	
			4								802	4	EACH	6" VALVE AND APPURTENANCES	
			14								805	14	EACH	CURB BOX	
			8								805	8	EACH	3/4" WATER SERVICE LINE TRANSFER, SHORT	
			6								805	6	EACH	3/4" WATER SERVICE LINE TRANSFER, LONG	
			2								808	2	EACH	CUT AND PLUG 2" WATER MAIN	
			2								808	2	EACH	2" WATER MAIN ABANDONED	
			2								809	2	EACH	FIRE HYDRANT, TYPE A	
														TRAFFIC CONTROL	
					26.0						630	26.0	FT	GROUND MOUNTED SUPPORT, NO. 3 POST	
					2						630	2	EACH	SIGN POST REFLECTOR	
					12.6						630	12.6	SF	SIGN, FLAT SHEET	
					2						630	2	EACH	REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL	
					2						630	2	EACH	REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL	
					24						644	24	FT	STOP LINE, 24"	
					96						644	96	FT	CROSSWALK LINE, 12"	
														MAINTENANCE OF TRAFFIC	
	10										616	10	MGAL	WATER	
														INCIDENTALS	
	LS										614	LS		MAINTAINING TRAFFIC	
											623	LS		CONSTRUCTION LAYOUT STAKES	
											624	LS		MOBILIZATION	

CALCULATED BHF
CHECKED LMO

GENERAL SUMMARY

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

O:\Public\OH\Gahanna\2023\2023030.90 2022 Street Rebuild and Waterline\400-Engineering\Roadway\Sheets\2022030.90_GG501.dwg 12-Dec-25 11:16 AM

REF. NO.	SHEET NO.	STATION FROM	STATION TO	SIDE	202 WALK REMOVED (SF)	202 CURB AND GUTTER REMOVED (FT)		254 PAVEMENT PLANING, ASPHALT CONCRETE (1.5" DEPTH) (SY)		259 PERMANENT PAVEMENT REPLACEMENT, TYPE 1 (CY)		407 NON-TRACKING TACK COAT (GAL)		441 ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22 (1.5") (CY)	441 ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, (448), PG64-22 (VARIABALE DEPTH WEDGE) (CY)		608 4" CONCRETE WALK (SF)	608 8" CONCRETE WALK (SF)	608 CURB RAMP (EACH)	608 DETECTABLE WARNING, TYPE E (SF)		609 COMBINATION CURB AND GUTTER, TYPE STANDARD (FT)	
R1	14	1+62	4+31	LT/RT		612																		
R2	14	1+66	2+81	RT	515																			
R3	14	1+67	2+77	LT	492																			
R4	14	2+93	3+89	LT	398																			
R5	14	2+97	3+72	RT	313																			
R6	14	3+86	4+24	RT	169																			
R7	14	4+05	4+23	LT	85																			
R8	14	4+29	4+41	LT/RT	206																			
R9	15	10+61	13+29	LT/RT		608																		
R10	15	10+70	11+73	RT	479																			
R11	15	10+70	11+75	LT	514																			
R12	15	11+85	12+63	LT	324																			
R13	15	11+91	12+62	RT	297																			
R14	15	12+71	13+33	RT	285																			
R15	15	12+72	13+26	LT	215																			
R16	15	13+33	13+38	LT/RT	93																			
P1	14	1+62	4+29	LT/RT				1008				86		42										
P2	15	10+61	13+27	LT/RT				759				65		32										
P3	15	12+50	13+27	LT				245				21		10	7									
P4	23	1+38	4+26	RT						29														
P5	24	10+38	13+14	RT						28														
C1	14	1+62	4+31	LT/RT																			612	
C2	15	10+61	13+29	LT/RT																			608	
C3	23	1+38		RT																			5	
C4	24	10+38		RT																			5	
SW1	14	1+69	2+81	RT													626	10	1	10				
SW2	14	1+69	2+77	LT													604	10	1	10				
SW3	14	2+93	3+89	LT													507							
SW4	14	2+97	3+70	RT													392							
SW5	14	3+86	4+21	RT													215							
SW6	14	4+05	4+26	LT													106							
SW7	14	4+28	4+41	LT/RT													261							
SW8	15	10+68	11+73	RT													583	10	1	10				
SW9	15	10+69	11+74	LT													591	10	1	10				
SW10	15	11+85	12+63	LT													413							
SW11	15	11+90	12+61	RT													377							
SW12	15	12+71	13+35	RT													358							
SW13	15	12+72	13+27	LT													277							
SW14	15	13+32	13+39	LT/RT													122							
TOTALS CARRIED TO GENERAL SUMMARY					4385	1220		2012		57		172		84	7		5432	40	4	40		1230		

CALCULATED BHF
CHECKED LMO

ROADWAY SUBSUMMARY

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

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REF. NO.	SHEET NO.	STATION FROM	STATION TO	SIDE	801 6 INCH WATER PIPE AND FITTINGS		802 6" VALVE AND APPURTENANCES		805 CURB BOX	805 3/4" WATER SERVICE LINE TRANSFER, SHORT	805 3/4" WATER SERVICE LINE TRANSFER, LONG		808 CUT AND PLUG 2" WATER MAIN	808 2" WATER MAIN ABANDONED		809 FIRE HYDRANT, TYPE A							
					LF		EACH		EACH	EACH	EACH		EACH	EACH		EACH							
W1	23	1+33		RT			1																
W2	23	1+33	4+34	LT/RT									1	1									
W3	23	1+33	4+08	RT	285																		
W4	23	3+07		RT					1	1													
W5	23	3+08		LT/RT					1		1												
W6	23	3+79		LT/RT					1		1												
W7	23	3+96	4+07	RT					1	1													
W8	23	4+01	4+32	LT/RT					1		1												
W9	23	4+04	4+30	RT					1	1													
W10	23	4+08	4+12	RT	6		1									1							
W11	24	10+32		RT			1																
W12	24	10+32	13+33	LT/RT									1	1									
W13	24	10+32	13+05	RT	283																		
W14	24	11+22		RT					1	1													
W15	24	12+06		RT					1	1													
W16	24	12+09		LT/RT					1		1												
W17	24	12+76		LT/RT					1		1												
W18	24	12+88	13+02	RT					1	1													
W19	24	12+99	13+31	LT/RT					1		1												
W20	24	13+03	13+24	RT					1	1													
W21	24	13+05	13+09	RT	6		1									1							
W22	23	2+20		RT					1	1													
TOTALS CARRIED TO GENERAL SUMMARY					580		4		14	8	6		2	2		2							

CALCULATED BHF
CHECKED LMO

WATER SUBSUMMARY

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

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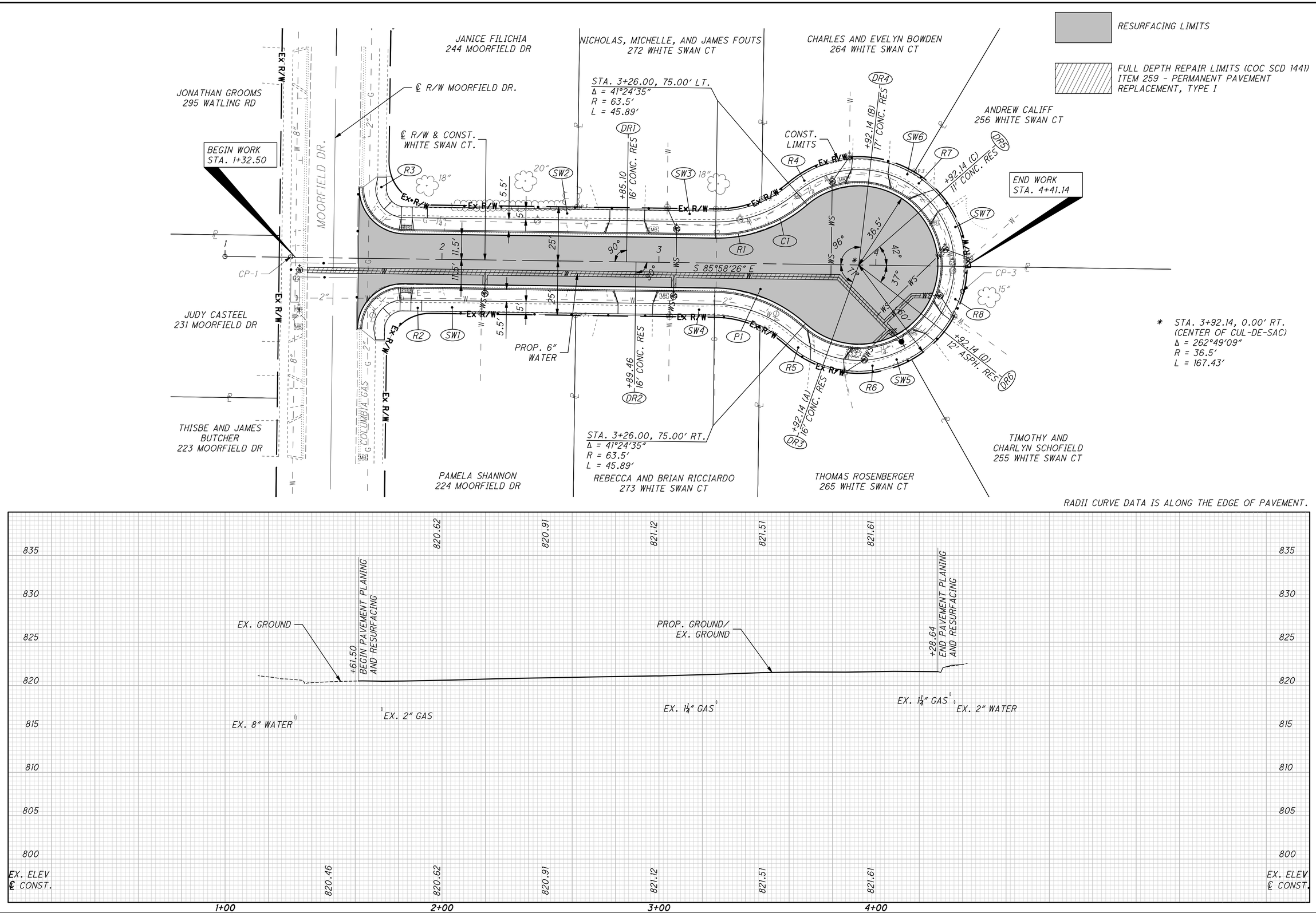

HORIZONTAL SCALE IN FEET

CALCULATED BHF
CHECKED LMO

PLAN AND PROFILE - WHITE SWAN CT. STA. 1+00.00 TO STA. 4+42.14

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

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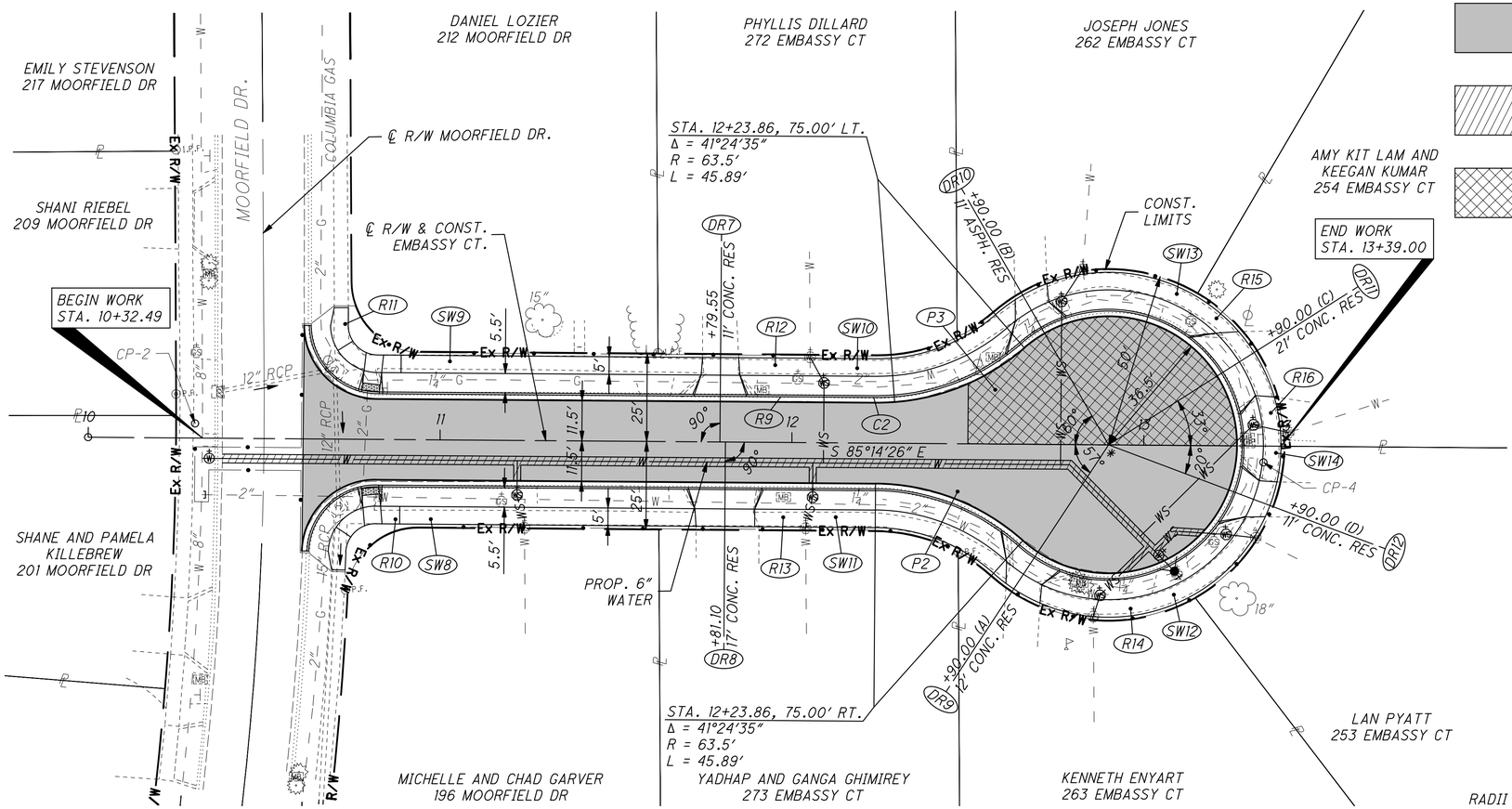

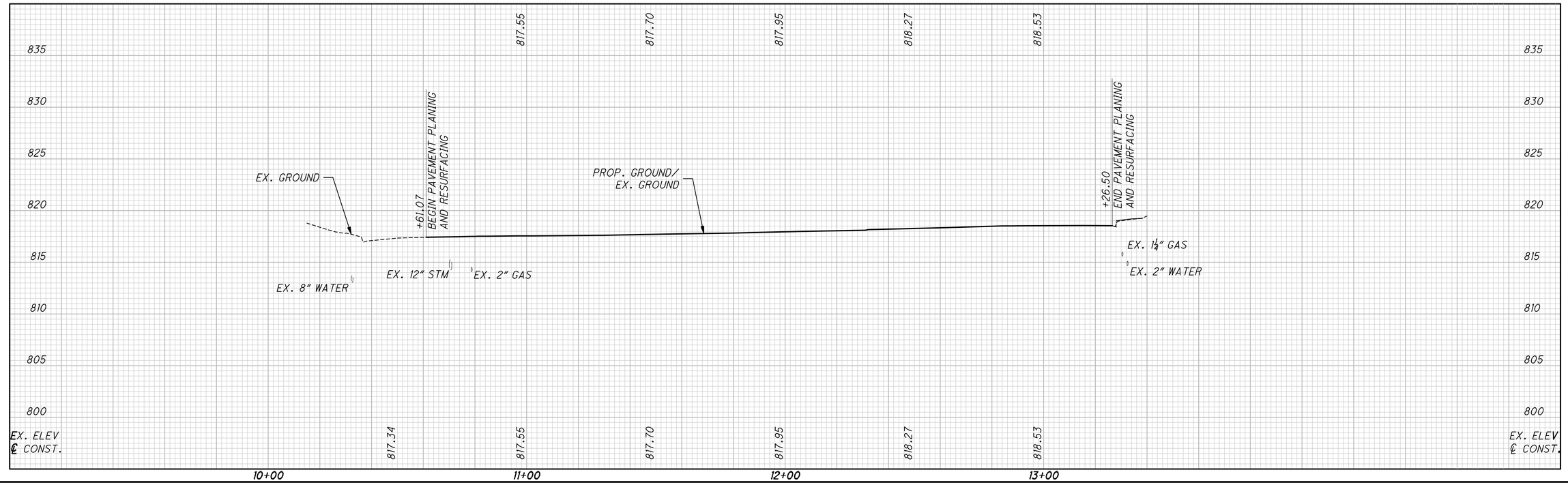

HORIZONTAL SCALE IN FEET: 0, 10, 20, 40

CALCULATED BHF | CHECKED LMO

PLAN AND PROFILE - EMBASSY CT.
STA. 10+00.00 TO STA. 13+40.00

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

15
26

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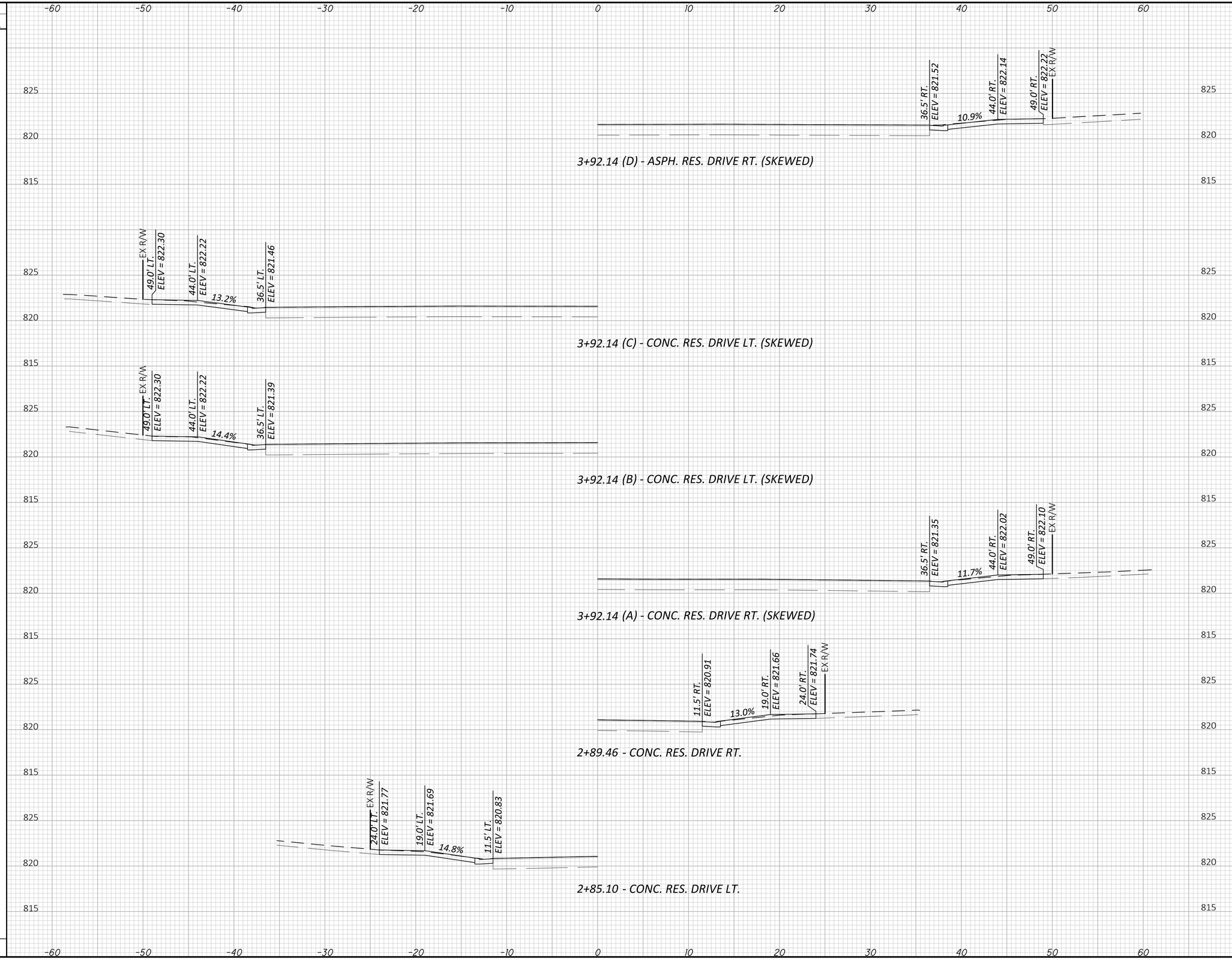
SEEDING	
END WIDTH	SQ. YDS.

END AREA	
CUT	FILL

VOLUME	
CUT	FILL

CALCULATED BHF

CHECKED LMO



CROSS SECTIONS - WHITE SWAN COURT DRIVE APRONS

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

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SEEDING
END WIDTH | SQ. YDS.

11+79.55 - CONC. RES. DRIVE LT.

24.0' LT. EX R/W
ELEV = 818.49
19.0' LT.
ELEV = 818.41
13.5%
11.5' LT.
ELEV = 817.63

11+81.10 - CONC. RES. DRIVE RT.

11.5' RT.
ELEV = 817.69
12.2%
19.0' RT.
ELEV = 818.40
24.0' RT.
ELEV = 818.48
EX R/W

12+90.00 (A) - CONC. RES. DRIVE RT. (SKEWED)

36.5' RT.
ELEV = 818.16
11.1%
44.0' RT.
ELEV = 818.79
49.0' RT.
ELEV = 818.87
EX R/W

12+90.00 (B) - ASPH. RES. DRIVE LT. (SKEWED)

49.0' LT. EX R/W
ELEV = 819.17
44.0' LT.
ELEV = 819.09
14.5%
36.5' LT.
ELEV = 818.25

12+90.00 (C) - CONC. RES. DRIVE LT. (SKEWED)

49.5' LT. EX R/W
ELEV = 819.19
44.0' LT.
ELEV = 819.11
11.5%
36.5' LT.
ELEV = 818.45

12+90.00 (D) - CONC. RES. DRIVE RT. (SKEWED)

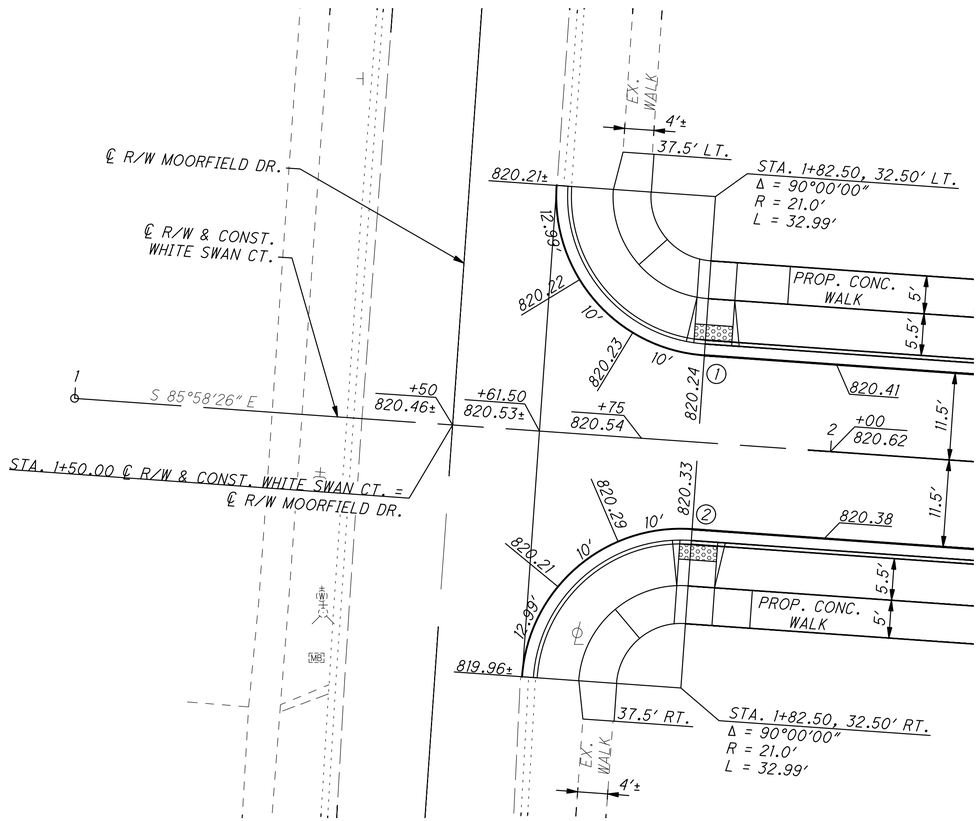
36.5' RT.
ELEV = 818.47
12.7%
44.0' RT.
ELEV = 819.20
49.5' RT.
ELEV = 819.28
EX R/W

END AREA
CUT | FILL
VOLUME
CUT | FILL

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

CROSS SECTIONS - EMBASSY COURT DRIVE APRONS

CALCULATED BHF
CHECKED LMO



INTERSECTION DETAIL AT WHITE SWAN COURT AND MOORFIELD DRIVE

SCALE: 1" = 10'

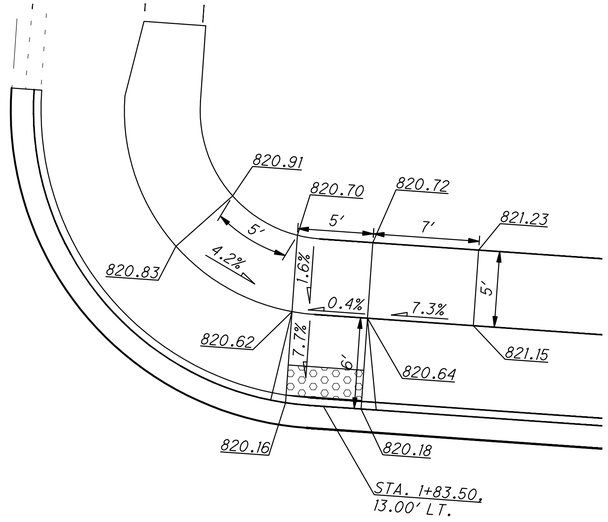
LEGEND:

(#) CURB RAMP NUMBER

DETECTABLE WARNING

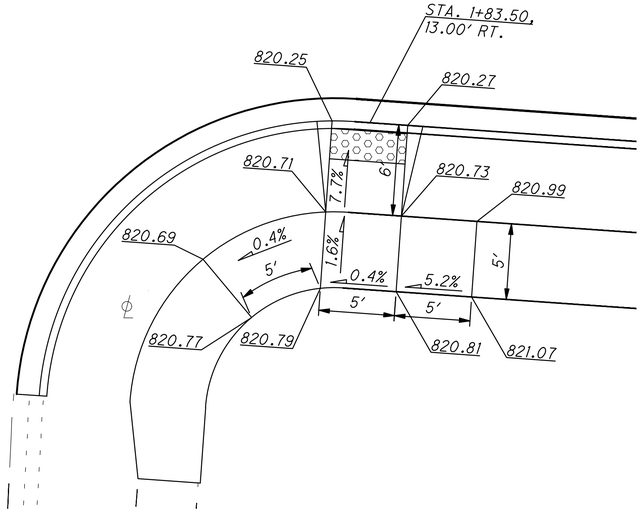
NOTE:

1. ℄ CURB RAMP DATA AND BOTTOM OF CURB RAMP ELEVATIONS ARE AT FACE OF CURB.
2. RADII CURVE DATA IS ALONG THE EDGE OF PAVEMENT.
3. INTERSECTION DETAIL ELEVATIONS AND DIMENSIONS ARE AT THE EDGE OF PAVEMENT.



① CURB RAMP DETAIL

SCALE: 1"=5'



② CURB RAMP DETAIL

SCALE: 1"=5'

CALCULATED BHF
CHECKED LMO

INTERSECTION/CURB RAMP DETAILS
WHITE SWAN COURT AT MOORFIELD DRIVE

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

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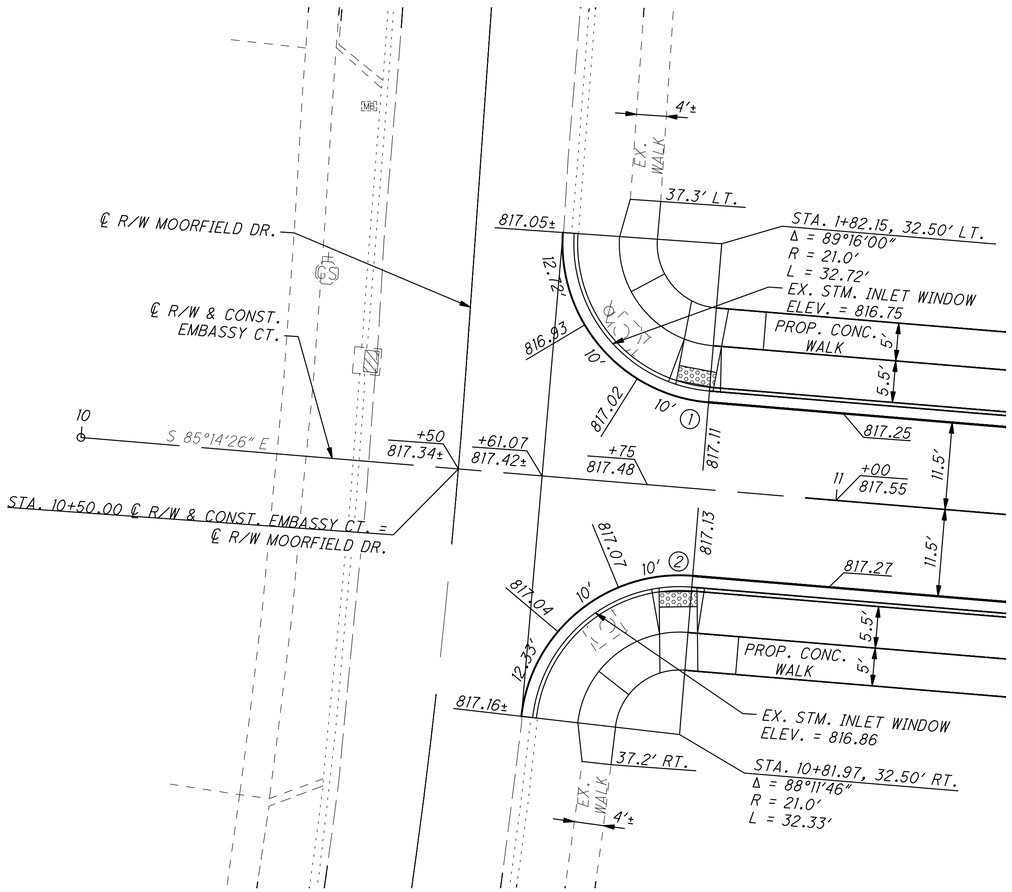
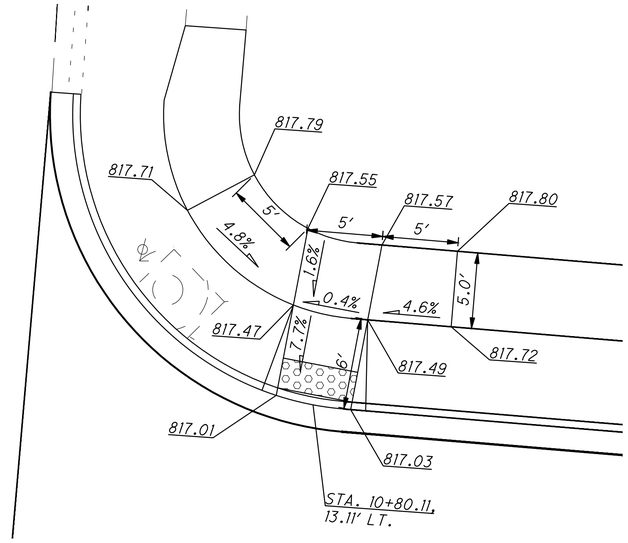


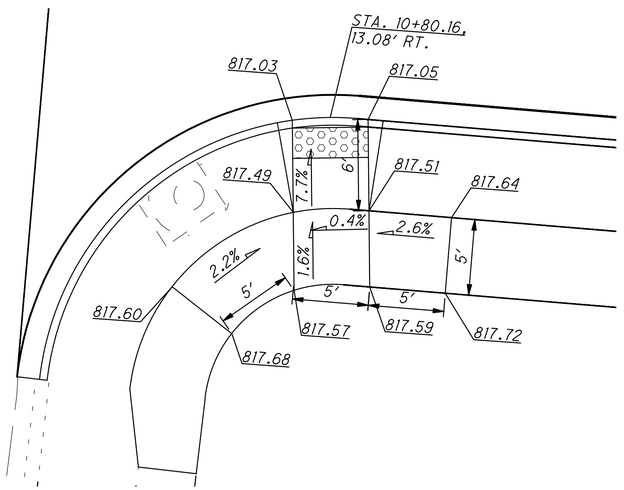
INTERSECTION DETAIL AT EMBASSY COURT AND MOORFIELD DRIVE

SCALE: 1" = 10'



① **CURB RAMP DETAIL**

SCALE: 1"=5'



② **CURB RAMP DETAIL**

SCALE: 1"=5'

LEGEND:

(#) CURB RAMP NUMBER

DETECTABLE WARNING

NOTE:

1. ℄ CURB RAMP DATA AND BOTTOM OF CURB RAMP ELEVATIONS ARE AT FACE OF CURB.
2. RADII CURVE DATA IS ALONG THE EDGE OF PAVEMENT.
3. INTERSECTION DETAIL ELEVATIONS AND DIMENSIONS ARE AT THE EDGE OF PAVEMENT.

CALCULATED BHF
CHECKED LMO

INTERSECTION/CURB RAMP DETAILS
EMBASSY COURT AT MOORFIELD DRIVE

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

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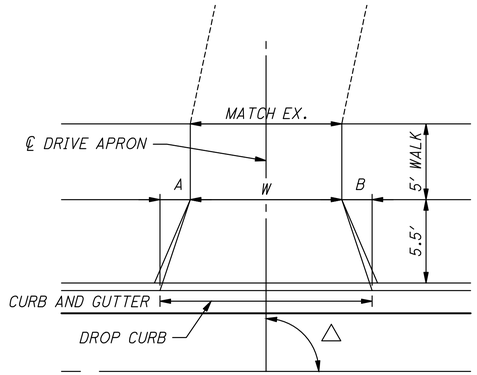
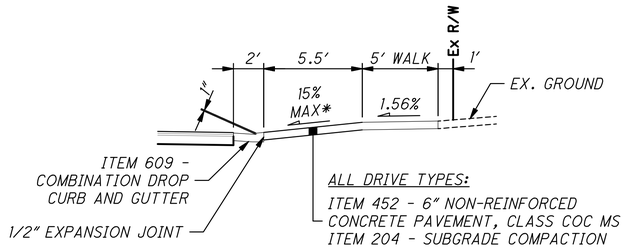


DETAIL A: PLAN VIEW - RESIDENTIAL



DETAIL A: PROFILE VIEW

* SEE CROSS SECTIONS FOR DRIVE APRON GRADES

REF. NO.	SHEET NUMBER	BASELINE	STATION	SIDE	Δ	W	A	B	TIE IN OFFSET	APRON AREA	DETAIL	DRIVEWAY MATERIAL	SERVICE TYPE	202 PAVEMENT REMOVED	204 SUBGRADE COMPACTION	452 6" NON-REINFORCED CONCRETE PAVEMENT, CLASS COC MS
					DEG	FT	FT	FT	FT	SF				SY	SY	SY
DR1	14	WHITE SWAN	2+85.10	LT	90	16	2	2	24.0	181	A	CONC.	RES	20.7	20.1	20.1
DR2	14	WHITE SWAN	2+89.46	RT	90	16	2	2	24.0	181	A	CONC.	RES	20.3	20.1	20.1
DR3	14	WHITE SWAN	3+92.14 (A)	RT	71	16	2	4	49.0	189	A	CONC.	RES	18.4	21.0	21.0
DR4	14	WHITE SWAN	3+92.14 (B)	LT	96	17	2	2	49.0	193	A	CONC.	RES	21.1	21.4	21.4
DR5	14	WHITE SWAN	3+92.14 (C)	LT	42	11	2	2	49.0	127	A	CONC.	RES	14.0	14.1	14.1
DR6	14	WHITE SWAN	3+92.14 (D)	RT	37	12	2	2	49.0	140	A	ASPH.	RES	15.7	15.6	15.6
DR7	15	EMBASSY	11+79.55	LT	90	11	2	2	24.0	127	A	CONC.	RES	14.9	14.1	14.1
DR8	15	EMBASSY	11+81.10	RT	90	17	2	2	24.0	191	A	CONC.	RES	21.2	21.2	21.2
DR9	15	EMBASSY	12+90.00 (A)	RT	57	12	2	6	49.0	146	A	CONC.	RES	16.9	16.2	16.2
DR10	15	EMBASSY	12+90.00 (B)	LT	60	11	7	2	49.0	140	A	ASPH.	RES	15.9	15.6	15.6
DR11	15	EMBASSY	12+90.00 (C)	LT	33	21	3	2	49.0	239	A	CONC.	RES	24.9	26.6	26.6
DR12	15	EMBASSY	12+90.00 (D)	RT	20	11	2	4	49.0	133	A	CONC.	RES	16.9	14.8	14.8
													SUBTOTAL:	220.9	220.8	220.8
TOTALS CARRIED TO GENERAL SUMMARY														221	221	221

CALCULATED BHF
CHECKED LMO

DRIVE DETAILS

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

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STA. 12+23.86, 75.00' LT.
Δ = 41°24'35"
R = 63.5'
L = 45.89'

818.31

818.40

DRIVE ℄
818.25

818.18

817.98

17.9'

25'

0.38%

7.1'

1.04%

18.9'

12.8'

DRIVE ℄
818.45

818.51

0.38%

12.2'

8.7'

13

+50
818.27

+75
818.45

+90
818.52

+00
818.53

+25
818.54

+26.50
818.54

* STA. 12+90.00, 0.00' RT.
(CENTER OF CUL-DE-SAC)
Δ = 262°49'09"
R = 36.5'
L = 167.43'

N

0 2.5 5 10
HORIZONTAL
SCALE IN FEET

CALCULATED BHF
CHECKED LMO

PAVEMENT ELEVATION DETAIL
EMBASSY CT.

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

21
26

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WATER NOTES:

ALL WATER LINE MATERIALS AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE CURRENT RULES AND REGULATIONS OF THE CITY OF COLUMBUS, DIVISION OF WATER AND THE DIRECTION OF THE CITY OF GAHANNA.

WATER MAINS AND FIRE HYDRANT LEADS SHALL BE DUCTILE IRON PIPE, CLASS 52 OR GREATER (AWWA C151) WITH CEMENT MORTAR LINING AND SEAL COAT (AWWA C104) OR PVC, CLASS 150 MEETING AWWA C900. JOINTS SHALL BE RUBBER GASKET PUSH-ON MECHANICAL (AWWA C111 FOR DUCTILE IRON PIPE; ASTM F477 FOR C900 PIPE).

FIRE HYDRANTS SHALL BE SUPPLIED AND INSTALLED IN ACCORDANCE AS SHOWN ON THE CITY OF COLUMBUS L-6409 AND L-6637 STANDARD CONSTRUCTION DRAWINGS. FIRE HYDRANTS SHALL BE MUELLER SUPER CENTURION 250 FIRE HYDRANT, AMERICAN DARLING 4-1/2 MK73 - 5, OR APPROVED EQUAL. PUBLIC HYDRANTS SHALL BE PAINTED RED FOR THE BONNET/CAPS AND SILVER FOR THE BARREL, FEATURE ONE (1) FOUR-INCH STEAMER NOZZLE PLUS TWO (2) 2.5-INCH HOSE NOZZLES AND SHALL OPEN TO THE LEFT (COUNTER-CLOCKWISE). DELIVER ANY ABANDONED PUBLIC HYDRANTS TO THE CITY OF GAHANNA AT ITS SERVICE FACILITY (152 OKLAHOMA AVE.). STORZ CONNECTIONS ARE PROHIBITED FOR NEW PUBLIC HYDRANTS IN GAHANNA. THE HYDRANT TEE IS TO BE A MECHANICAL JOINT SWIVEL TEE.

ALL WATER SERVICES SHALL BE INSTALLED AS SHOWN ON THE CITY OF COLUMBUS L-9901 STANDARD CONSTRUCTION DRAWING. STAINLESS STEEL SERVICE SADDLES SHALL BE PROVIDED FOR ALL WATER SERVICE TAPS.

ALL GATE VALVES SHALL BE RESILIENT TYPE MANUFACTURED TO MEET OR EXCEED TO REQUIREMENTS OF AWWA C509 OR AWWA C515.

WATER LINES SHALL BE LAID WITH A MINIMUM OF 4'-0" OF COVER FROM THE FINISHED GRADE TO THE TOP OF THE WATER LINE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE HORIZONTAL AND VERTICAL DEFLECTIONS OR BENDS OF THE WATER LINES IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. DEFLECT WATER LINES TO PROVIDE A 1'-6" VERTICAL AND 10'-0" HORIZONTAL CLEARANCE WITH SEWERS.

ALL WATER LINES, INCLUDING MAINS AND SERVICES, SHALL BE TESTED UNDER A MINIMUM HYDROSTATIC TEST OF 150 PSI AND IN ACCORDANCE WITH AWWA C600 AND CITY OF COLUMBUS CMS ITEMS 801.13 AND 801.14. FIRE SERVICE LINES SHALL BE TESTED AT 200 PSI. NO PRESSURE TEST SHALL BE PERFORMED IF THE TEMPERATURE IS BELOW FREEZING.

THE CONTRACTOR SHALL SUBMIT TWO (2) COPIES OF THE PLANS AND RESULTS OF THE PRESSURE TEST. COST OF CHLORINATION SHALL BE INCLUDED IN THE PRICE BID FOR THE WATER LINE ITEMS.

ALL MECHANICAL JOINTS ARE REQUIRED TO BE MEGALUGGED, CONCRETE BACKING IS STILL REQUIRED. ALL MECHANICAL PIPE DEFLECTIONS ARE REQUIRED TO BE MEGALUGGED, CONCRETE BACKED, AND JOINT RESTRAINTS MAY BE REQUIRED BY THE ENGINEER. COVERING THE NUTS AND BLOTS OF JOINT HARDWARE WITH CONCRETE BACKING SHALL NOT BE PERMITTED UNDER ANY CIRCUMSTANCES. THIS REQUIREMENT TAKES PRECEDENCE OVER CITY OF COLUMBUS STANDARD DETAILS. 1 FULL STICK OF PIPE (20') IS TO BE LAID BEFORE THE PLUG.

ALL FITTINGS ARE TO BE GPS LOCATED BY THE CONTRACTOR PRIOR TO BACKFILL USING X, Y, AND Z COORDINATES AND THE COORDINATES SHALL BE PROVIDED TO THE CITY.

THE WATER LINE AND SEWER LINE TRENCH UNDER THE INFLUENCE OF PAVEMENT ARE TO BE COMPACTION TESTED.

INSTALL COPPERHEAD OR EQUAL 12-GAUGE HIGH STRENGTH 452LB BREAK STRENGTH 30 MIL HDPE JACKET, COPPER-CLAD, STEEL REINFORCED TRACER WIRE ON ALL WATER MAIN AND SERVICE LINES INSTALLED BY TRENCHING METHODS.

INSTALL COPPERHEAD OR EQUAL 12-GAUGE EXTRA HIGH STRENGTH 1150LB BREAK STRENGTH 45 MIL HDPE JACKET, COPPER-CLAD, STEEL REINFORCED TRACER WIRE ON ALL WATER MAIN AND SERVICE LINES INSTALLED BY BORING METHODS.

FASTEN WIRE TO PIPE IN TWO PLACES PER PIPE SECTION. EXTEND TRACER WIRE TO GROUND SURFACE AT ALL VALVES AND HYDRANTS. SPLICE WIRES USING BURNDY COPPER SPLIT BOLT KS-15. THOROUGHLY WRAP THE CONNECTOR AND BARE WIRES WITH 3M TEMFLEX 2155 RUBBER SPLICING TAPE, COVER ENTIRE CONNECTION WITH SCOTCH SUPER 88 HEAVY DUTY GRADE ELECTRICAL TAPE.

CONNECT ALL SERVICE LINE WIRES TO MAIN LINE WIRES USING BURNDY COPPER SPLIT BOLT KS-15. THOROUGHLY WRAP THE CONNECTOR AND BARE WIRES WITH 3M TEMFLEX 2155 RUBBER SPLICING TAPE, COVER ENTIRE CONNECTION WITH SCOTCH SUPER 88 HEAVY DUTY GRADE ELECTRICAL TAPE.

ALL WATER MAINS SHALL BE DISINFECTED BY CONTRACTOR IN ACCORDANCE WITH AWWA C651.

WATER LINE MATERIAL

WATER LINE PLANS DESIGNED TO FOLLOW DUCTILE IRON PIPE STANDARDS. IF CONTRACTOR CHOOSES TO USE PVC PIPE, THE CONTRACTOR SHALL PROVIDE A DETAILED PIPE LAYING SCHEDULE COMPLIANT WITH PVC PIPE STANDARDS TO THE CITY FOR REVIEW PRIOR TO MOBILIZATION. NO ADDITIONAL COMPENSATION SHALL BE GRANTED FOR NECESSARY ALTERATIONS REQUIRED FOR PVC PIPE INSTALLATION.

WATER MAIN SURVEY COORDINATE DATA

WHITE SWAN CT.

			AS-BUILT				
REF #	ITEM	STATION	AS-BUILT STATION	OFFSET	NORTHING	EASTING	CENTERLINE ELEVATION
1	6" X 8" CUT-IN ANCHOR TEE AND 6" VALVE	1+32.50					
2	CUT AND PLUG EX. 2" WATER MAIN	1+32.50					
3	11.25° VERTICAL BEND	1+40.00					
4	11.25° VERTICAL BEND	1+44.92					
5	3/4" WATER SERVICE TAP (224 WHITE SWAN)	2+20.00					
6	3/4" WATER SERVICE TAP (273 WHITE SWAN)	3+07.00					
7	3/4" WATER SERVICE TAP (272 WHITE SWAN)	3+08.00					
8	3/4" WATER SERVICE TAP (264 WHITE SWAN)	3+79.00					
9	45° HORIZONTAL BEND	3+83.00					
10	3/4" WATER SERVICE TAP (256 WHITE SWAN)	4+00.66					
11	3/4" WATER SERVICE TAP (255 WHITE SWAN)	4+04.01					
12	3/4" WATER SERVICE TAP (265 WHITE SWAN)	4+06.73					
13	VERTICAL DEFLECTION	4+04.47					
14	6" VALVE (FOR HYDRANT)	4+08.00					
15	FIRE HYDRANT	4+12.35					

WATER MAIN SURVEY COORDINATE DATA

EMBASSY CT.

			AS-BUILT				
REF #	ITEM	STATION	AS-BUILT STATION	OFFSET	NORTHING	EASTING	CENTERLINE ELEVATION
16	6" X 8" CUT-IN ANCHOR TEE AND 6" VALVE	10+32.47					
17	CUT AND PLUG EX. 2" WATER MAIN	10+32.43					
18	11.25° VERTICAL BEND	10+40.00					
19	11.25° VERTICAL BEND	10+46.03					
20	3/4" WATER SERVICE TAP (196 MOORFIELD DR)	11+22.00					
21	3/4" WATER SERVICE TAP (273 EMBASSY)	12+06.00					
22	3/4" WATER SERVICE TAP (272 EMBASSY)	12+09.00					
23	3/4" WATER SERVICE TAP (262 EMBASSY)	12+76.00					
24	45° HORIZONTAL BEND	12+79.00					
25	3/4" WATER SERVICE TAP (254 EMBASSY)	12+99.18					
26	3/4" WATER SERVICE TAP (263 EMBASSY)	13+01.85					
27	3/4" WATER SERVICE TAP (253 EMBASSY)	13+03.26					
28	VERTICAL DEFLECTION	13+00.96					
29	6" VALVE (FOR HYDRANT)	13+04.50					
30	FIRE HYDRANT	13+09.01					

CALCULATED BHF | CHECKED LMO

WATER NOTES AND SURVEY COORDINATE DATA

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

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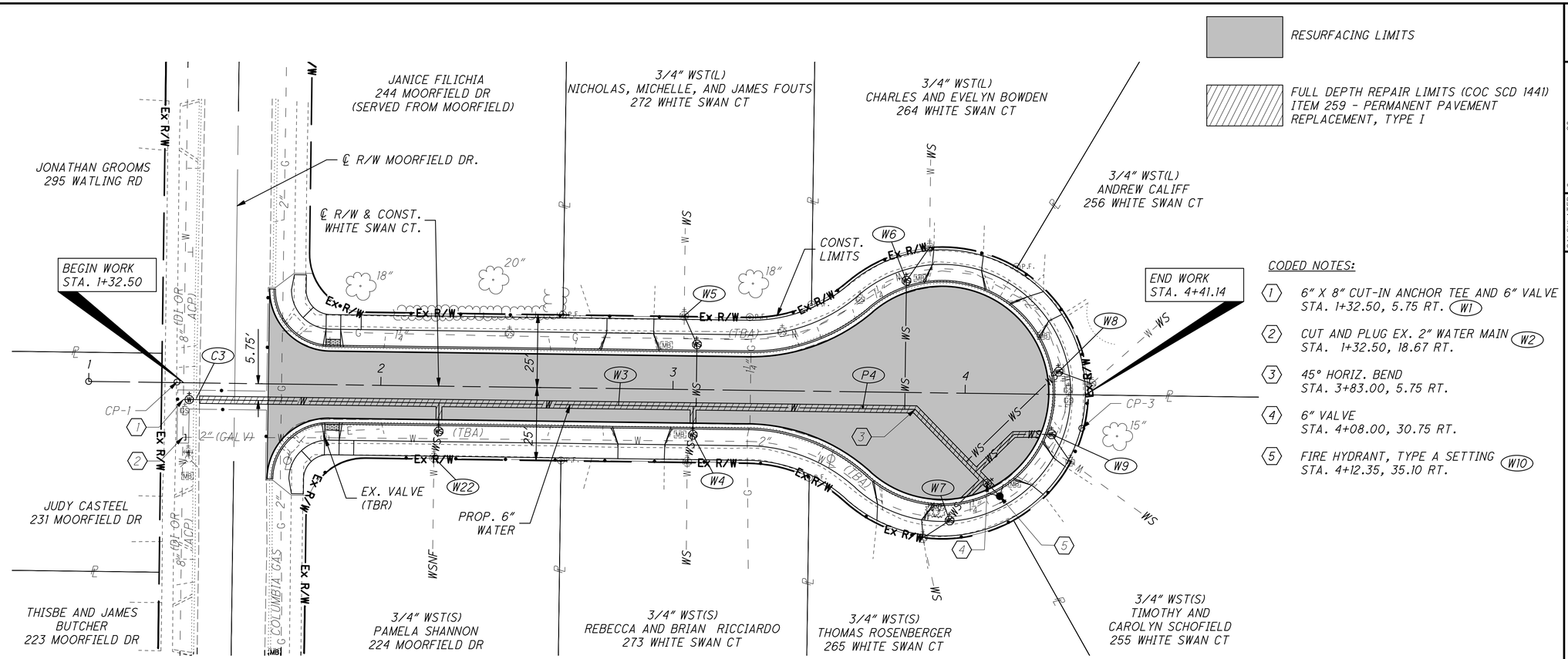

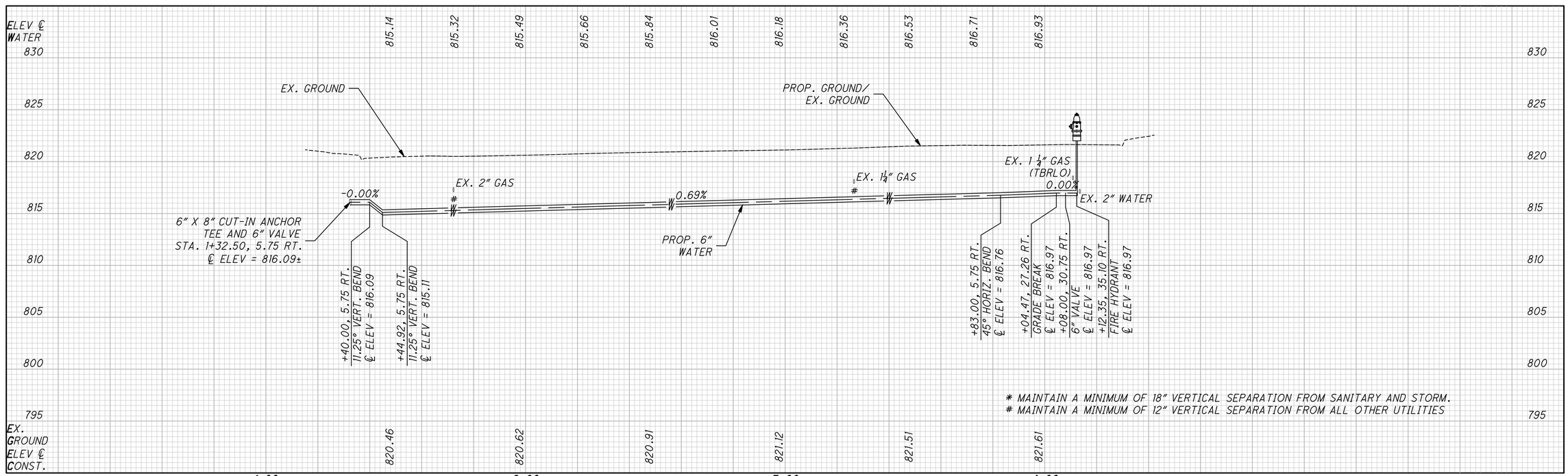

HORIZONTAL SCALE IN FEET
0 10 20 40

CALCULATED BHF
CHECKED LMO

WATER PLAN - WHITE SWAN CT. STA. 1+00.00 TO STA. 4+41.14

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

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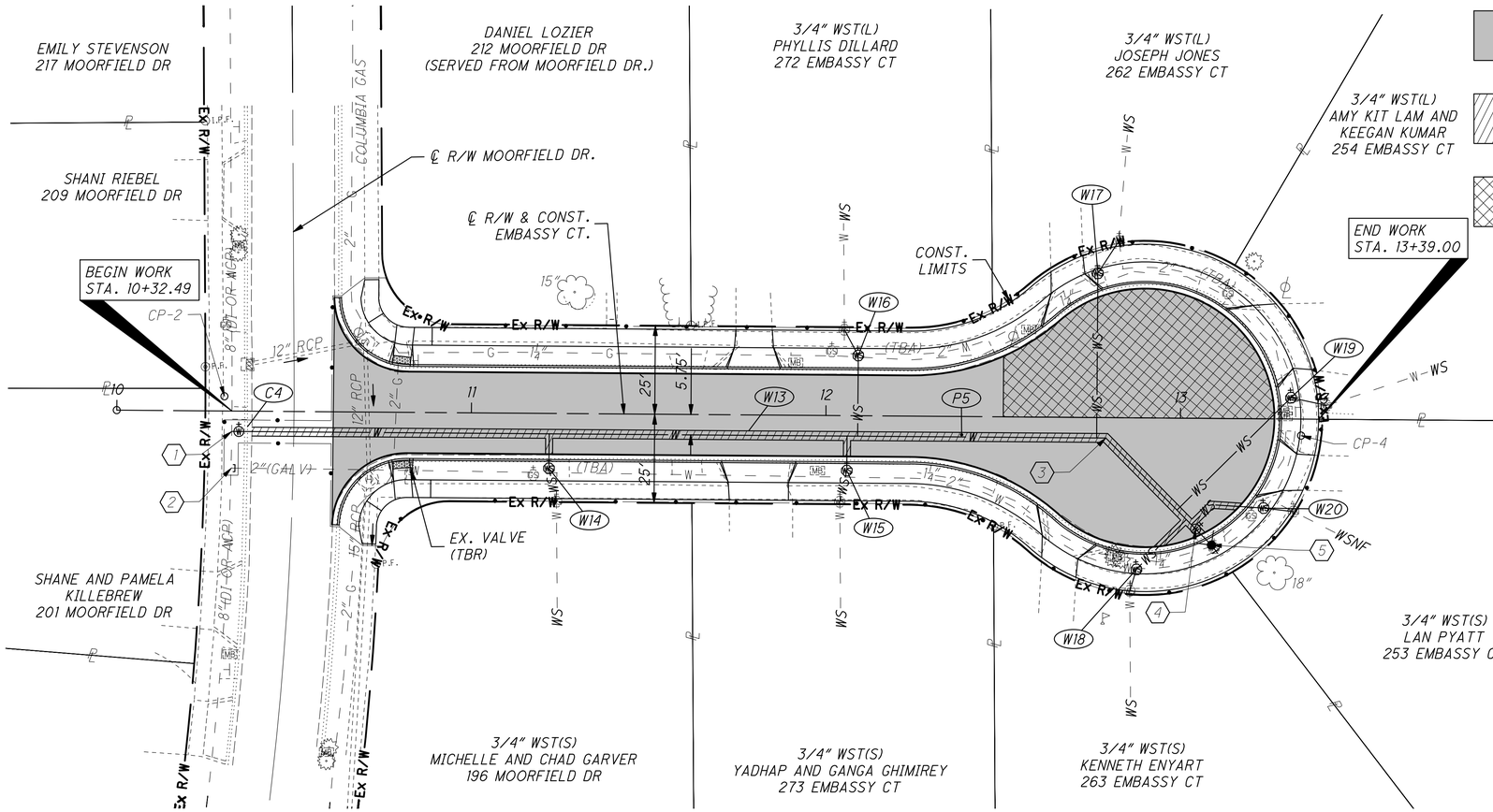

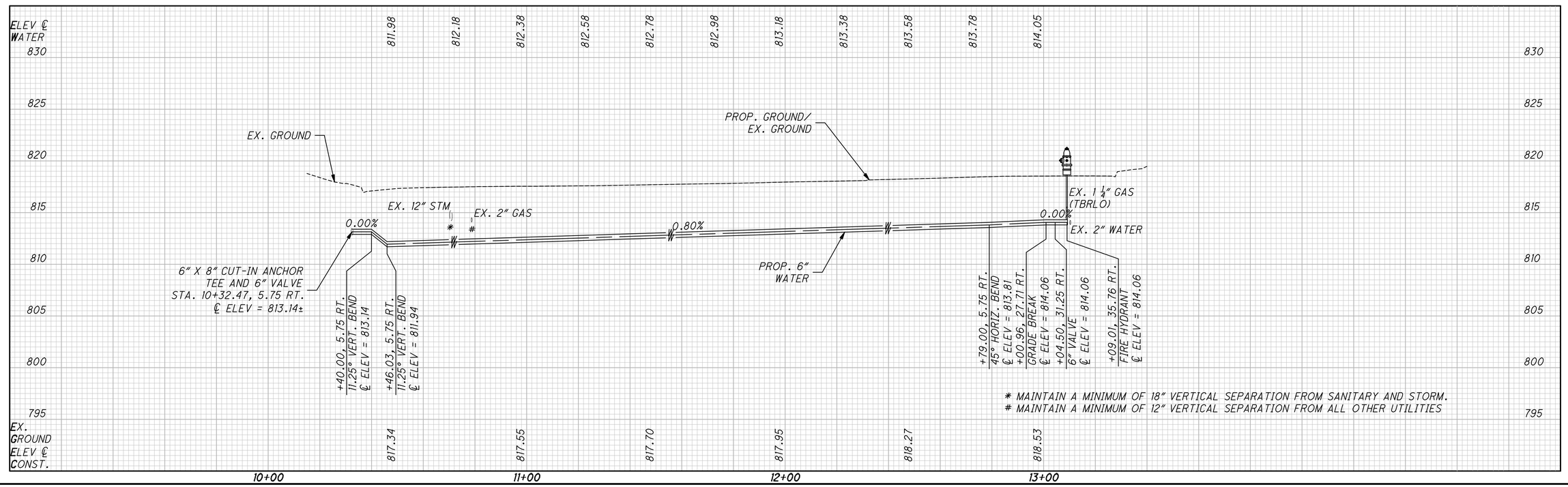

WATER PLAN - EMBASSY CT.
STA. 10+00.00 TO STA. 13+39.00

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

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SHEET NO.	REF. NO.	LOCATION	STATION FROM	STATION TO	SIDE	644 STOP LINE, 24" FT	644 CROSSWALK LINE, 12" FT
26	XW	WHITE SWAN CT.	1+79		LT/RT		48
26	SL	WHITE SWAN CT.	1+92		LT	12	
26	XW	EMBASSY CT.	10+76		LT/RT		48
26	SL	EMBASSY CT.	10+89		LT	12	
TOTALS CARRIED TO GENERAL SUMMARY						24	96

SHEET NO.	REFERENCE NO.	LOCATION	STATION	SIDE	CODE	SIZE (INCHES)	630 GROUND MOUNTED SUPPORT, NO. 3 POST FT	630 SIGN POST REFLECTOR EACH	630 SIGN, FLAT SHEET SF	630 REMOVAL OF GROUND MOUNTED SIGN AND DISPOSAL EACH	630 REMOVAL OF GROUND MOUNTED POST SUPPORT AND DISPOSAL EACH
26	R-1	WHITE SWAN CT.		LT	R1-2					1	1
26	R-2	EMBASSY CT.		LT	R1-2					1	1
26	S-1	WHITE SWAN CT.	1+94	LT	R1-1-30	30 X 30	13.0	1	6.3		
26	S-2	EMBASSY CT.	10+91	LT	R1-1-30	30 X 30	13.0	1	6.3		
TOTALS CARRIED TO GENERAL SUMMARY							26.0	2	12.6	2	2

CALCULATED DLS
CHECKED AKF

TRAFFIC CONTROL SUBSUMMARY

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

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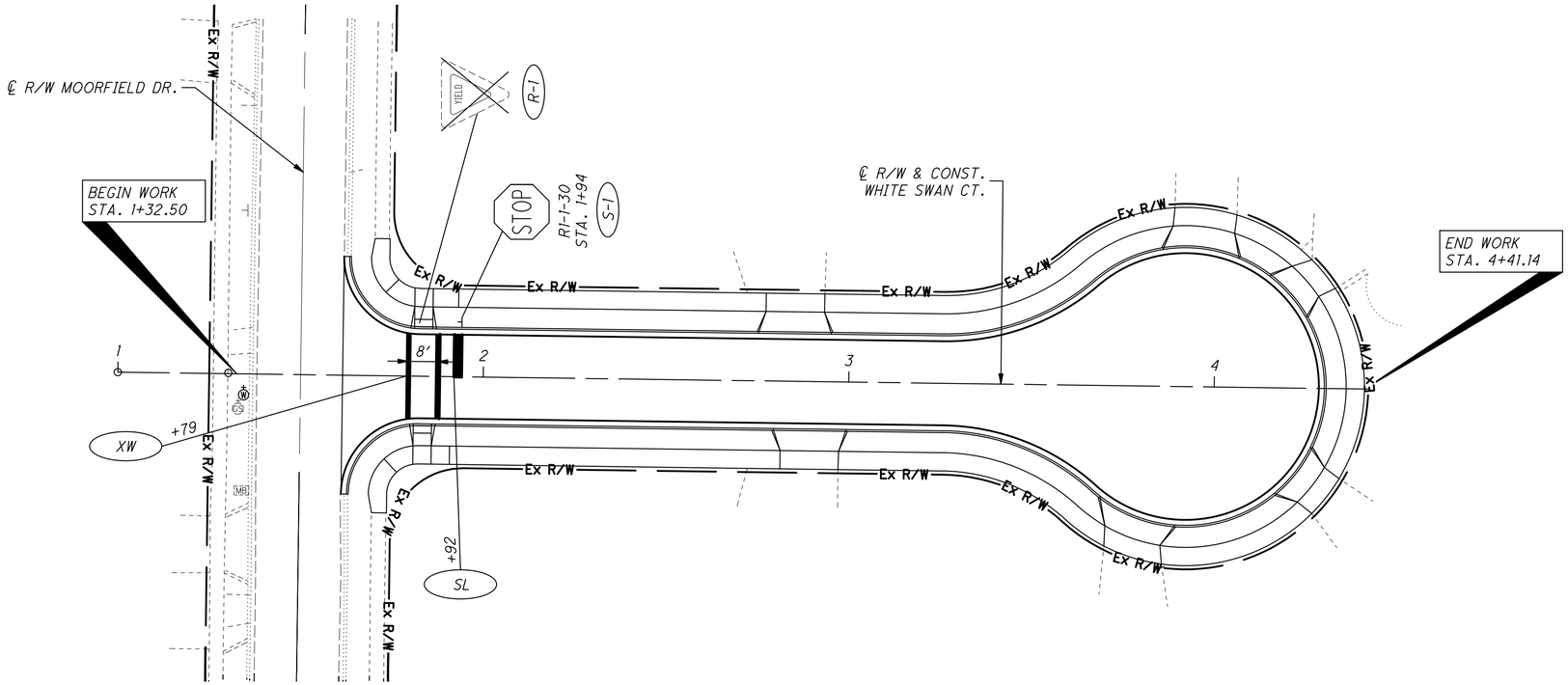

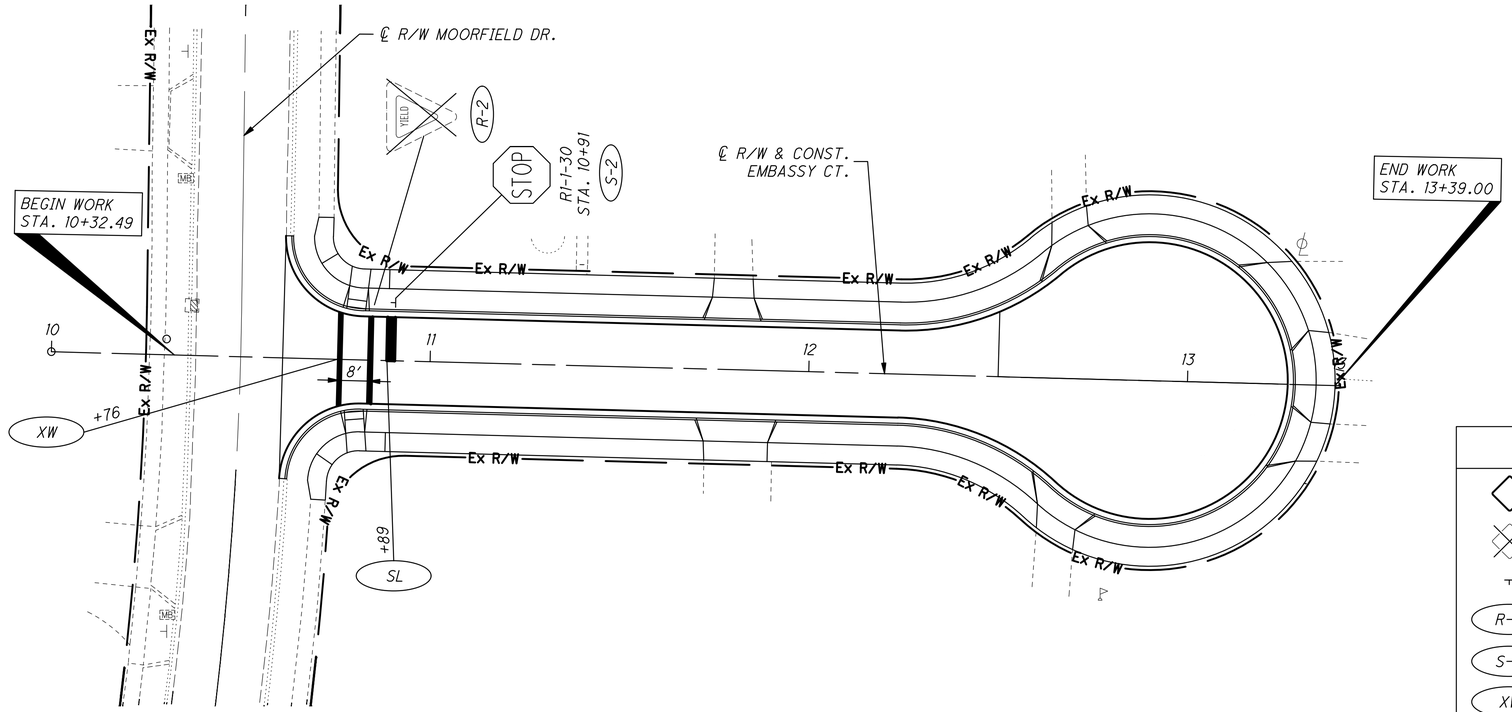

ALL SIGNS NOT SHOWN SHALL REMAIN.

TRAFFIC CONTROL LEGEND	
◇	PROPOSED SIGN
◇ (crossed)	EXISTING SIGN TO BE REMOVED
⊤	SIGN SUPPORT
R-#	EXISTING SIGN TO BE REMOVED
S-#	PROPOSED SIGN
XW	CROSSWALK LINE, 12"
SL	STOP LINE

N

0 10 20 40
HORIZONTAL SCALE IN FEET

CALCULATED DLS
CHECKED AKF

TRAFFIC CONTROL PLAN
WHITE SWAN CT. AND EMBASSY CT.

2026 STREET RESURFACING AND WATERLINE REPLACEMENT

26
26

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OWNER-CONTRACTOR AGREEMENT

Contract Terms Sheet

Owner:	Contractor:
City of Gahanna **200 South Hamilton Road** **Gahanna, Ohio 43230** **(614) 342-4005** **Owner's Representative: Holly Boyer, PE**	**CAP-STONE & Associates** **5715 Westbourne Ave** **Columbus, OH 43213** **614-759-9800** **Contractor Representative:**

Project Name: **2026 Street Rebuild & Waterline Program**

Contract Effective Date: _____-_____

___ When this item is checked by the Owner, e.g., with an "X" or other mark, the State of Ohio Department of Transportation, Construction Specifications Manual, in the current version through January 1, 2023, will be a Contract Document, but only as modified by the document titled *ODOT Manual Supplement,* prepared by Owner.

_X_ When this item is checked by the Owner, e.g., with an "X" or other mark, the City of Columbus Construction and Material Specifications Supplement, in the current edition through July 1, 2025, will be a Contract Document, but only as modified by the document titled *City of Columbus Construction and Material Specifications Supplement*.

Non-Contract Documents. The following are the reports and tests of subsurface conditions at or contiguous to the Site, if any, that the Design Professional has used in preparing the Contract Documents. (None, if none are listed)._____

Non-Contract Documents. The following are those reports and drawings related to any Hazardous Conditions at the Site, if any. (None, if none are listed)._____

The Design Professional (also called the "Consulting Engineer") is**:Lance Oldman, PE of GPD Group 1801 Watermark Dr, Suite 210, Columbus, OH 43215**
If no other individual is named, then the Senior Utilities Engineer shall be considered to be the Project Design Professional.

The Design Professional's Representative is**: Lance Oldham, PE at GPD Group**

The Date for Substantial Completion is the following date or the following Contract Time (in calendar days) **September 11, 2026**

The Coordinating Contractor shall be the _____ Contractor. (If this blank is not completed, then the Coordinating Contractor shall be the General Trades Contractor or, if there is only one contractor, the Contractor).

The Contract Sum (also called Contract Price) is Dollars. The Contract Sum includes the following:

Base Bid Amount: **$532,586.86**

Accepted Alternates, if any (none if none are listed):

Alternate No.	Description	Amount

This document is an agreement between the Owner and the Contractor for the Work described in the Contract Documents related to the Contract identified above for the Project defined above and is effective as of the date set forth above ("Effective Date of this Agreement"), which if no date is entered shall be the date the Agreement was signed by the Owner.

The Owner and the Contractor agree as set forth in the following sections:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents:

1. NOTICE TO BIDDERS;
2. INFORMATION AND REQUIREMENTS FOR BIDDERS;
3. SUPPLEMENTARY SPECIFICATIONS;
4. PREVAILING WAGE RATES (as applicable);
5. BID FORM;
6. NONCOLLUSION AFFIDAVIT;
7. CORPORATE AFFIDAVIT;
8. CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT (O.R.C. § 5719.042);
9. CERTIFICATE OF INSURANCE;
10. STATE OF OHIO DEPARTMENT OF TAXATION, SALES AND USE TAX CONSTRUCTION CONTRACT EXEMPTION CERTIFICATE;
11. CONTRACTOR'S QUALIFICATION STATEMENT;
12. SUB CONTRACTORS LIST;
13. OWNER-CONTRACTOR AGREEMENT;
14. FISCAL OFFICER'S STATEMENT OF AVAILABILITY;
15. MODIFIED STANDARD GENERAL CONDITIONS;
16. STATE OF OHIO BUREAU OF WORKER'S COMPENSATION INSURANCE CERTIFICATE;
17. NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT;
18. NOTICE OF AWARD TO CONTRACTOR;
19. NOTICE OF AWARD TO SURETY AND SURETY'S AGENT;
20. NOTICE TO PROCEED;
21. CHANGE ORDER;
22. PAYROLL INFORMATION;
23. FINAL PAYROLL AFFIDAVIT;
24. CONTRACTOR'S PAYMENT APPLICATION CHECKLIST;
25. CONTRACTOR'S AFFIDAVIT WITH LIST OF SUBCONTRACTORS AND SUPPLIERS WITH ANY AMOUNTS WITHHELD;
26. CONTRACTOR'S WAIVER & RELEASE AGREEMENT;
27. SUBCONTRACTOR'S – SUPPLIER'S WAIVER & RELEASE AGREEMENT;
28. STATEMENT OF CLAIM FORM;
29. STATEMENT OF CLAIM FORM INSTRUCTIONS;

30. DESIGN PROFESSIONAL'S CERTIFICATE OF SUBSTANTIAL COMPLETION;
31. MODIFICATIONS ISSUED AFTER THE EXECUTION OF THE CONTRACT, INCLUDING:
    i. A written amendment to the Agreement signed by both parties;
    ii. A Change Order;
    iii. A Work Change Directive; or,
    iv. A written order for a minor change of the Work issued by the Design Professional in accordance with the General Conditions; and
32. If selected as a Contract Document in the Contract Terms Sheet, the State of Ohio Department of Transportation, Construction Specifications Manual, in the current version through January 1, 2023, will be a Contract Document, but only as modified by the document titled *ODOT Manual Supplement,* prepared by Owner;
33. If selected as a Contract Document in the Contract Terms Sheet, the City of Columbus Construction and Material Specifications Supplement, in the current edition through July 1, 2025, will be a Contract Document, but only as modified by the document titled *City of Columbus Construction and Material Specifications Supplement*; and
34. THE PROJECT PLANS, DRAWINGS, AND EXHIBITS.

Note: **NON-CONTRACT DOCUMENTS**. The reports and tests of subsurface conditions at or contiguous to the Site, if any, that the Design Professional has used in preparing the Contract Documents, identified in the Contract Terms Sheet, are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and tests.

Note: **NON-CONTRACT DOCUMENTS**. The reports and drawings related to any Hazardous Conditions at the Site, if any, identified in the Contract Terms Sheet, are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and drawings. (None if none are listed).

2. DESIGN PROFESSIONAL RELATIONSHIP. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Design Professional and the Contractor or any Subcontractor or Material Supplier to the Project. The Design Professional, however, shall be entitled to performance of the obligations of the Contractor intended for its benefit and to enforcement of such obligations, but nothing contained herein shall be deemed to give the Contractor or any third party any claim or right of action against the Design Professional that does not otherwise exist without regard to this Contract. The Contractor and its Subcontractors shall not be deemed to be beneficiaries of any of the acts or services of the Design Professional that are performed for the sole benefit of the Owner. The Contractor shall forward all communications to the Owner through the Design Professional and hereby acknowledges and agrees that any instructions, reviews, advice, approvals, orders, or directives that are rendered to it by the Design Professional are specifically authorized and directed by the Owner to the Contractor through the Design Professional acting on behalf of the Owner.

2.1 The Design Professional (also called the "Consulting Engineer"), if any, is identified in the Contract Terms Sheet.

3. TIME FOR COMPLETION AND PROJECT COORDINATION.

3.1 DATE FOR COMMENCEMENT. The date for commencement of the Work shall be the date established in a written Notice to Proceed issued by the Owner, through the Design Professional, to the Contractor. If no Notice to Proceed is issued, then the date for commencement shall be the Effective Date of this Agreement. The date for commencement of the Work shall be within sixty (60) days from the bid opening date, unless the Owner and the Contractor agree to a later date. If there is any other date for commencement of the Work in the bid documents, Contract Documents or elsewhere, it is agreed that such other date is a tentative date and may not be relied upon by the Contractor. If the date for commencement of the Work is later than sixty (60) days from the bid opening date or, if applicable, the later date agreed to by the Owner and the Contractor, the Contractor may submit a Claim in accordance with the Contract Documents.

3.2 DATE FOR SUBSTANTIAL COMPLETION. The Contractor shall have its Work on the Project Substantially Complete by the following date or within the following Contract Time (in calendar days) set forth in the Contract Terms Sheet. The Date for Substantial Completion is the foregoing date or date calculated using the Contract Time. The Date for Substantial Completion shall only be changed or modified by Change Order, other Modification, or a Claim that is Finally Resolved regardless of any dates in any schedule created by any person, including the Coordinating Contractor. The Contract Time shall run from the date of the Notice to Proceed or if there is no Notice to Proceed from the Effective Date of this Agreement.

3.2.1 Substantial Completion is the time at which the Work has progressed to the point where the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended. Final Completion shall mean that the Work is complete in accordance with the Contract Documents and the Contractor has submitted to the Design Professional all documents required to be submitted to the Design Professional for final payment. A Claim is “Finally Resolved” when the claim process is complete and not subject to further proceedings.

3.2.2 SHUTDOWN DATES. Due to events scheduled by the Owner and/or other Owner considerations, Contractor must only perform Work on the days and at the times allowed by the Ordinances of the City of Gahanna. Additionally, Contractor will not be able to perform Work on the Project on the dates and times delineated in the Supplementary Specifications to these Contract Documents.

Contractor’s Construction Schedule for performing the Work shall account for Contractor not being able to perform Work on these dates and the contractual dates for Substantial Completion and Final Completion will not be changed due to Contractor not being able to perform Work on these dates.

3.3 CONSTRUCTION SCHEDULE. The Construction Schedule (also referred to as the “Progress Schedule”) shall be developed by the Coordinating Contractor as provided in the Contract Documents.

3.4 COORDINATING CONTRACTOR. The Coordinating Contractor shall be the contractor identified in the Contract Terms Sheet (if none is identified, then the Coordinating Contractor shall be the General Trades Contractor or, if there is only one contractor, the Contractor). The Coordinating Contractor shall be responsible for coordinating the work of all contractors on the Project.

3.5 LIQUIDATED DAMAGES. If the Contractor does not have its Work on the Project Substantially Complete by its Date for Substantial Completion or Finally Complete within forty-five (45) days of achieving Substantial Completion, the Contractor shall pay the Owner (and the Owner may set off from sums coming due the Contractor) Liquidated Damages in the per diem amounts as set forth in the following tables, whichever may be applicable:

LIQUIDATED DAMAGES – DATE FOR SUBSTANTIAL COMPLETION

Contract Amount	**Dollars Per Day**
$1.00 to $50,000.00	$ 250.00
$50,000.01 to $150,000.00	$ 500.00
$150,000.01 to $500,000.00	$1,000.00
$500,000.01 to $2,000,000.00	$1,500.00
$2,000,000.01 to $5,000,000.00	$2,500.00
$5,000,000.01 to $10,000,000.00	$3,000.00

LIQUIDATED DAMAGES – FINAL COMPLETION

Contract Amount	**Dollars Per Day**
$1.00 to $50,000.00	$ 50.00
$50,000.01 to $150,000.00	$ 100.00
$150,000.01 to $500,000.00	$ 200.00
$500,000.01 to $2,000,000.00	$ 300.00
$2,000,000.01 to $5,000,000.00	$ 500.00
$5,000,000.01 to $10,000,000.00	$ 600.00

In addition to such Liquidated Damages, the Contractor shall indemnify, defend and hold the Owner and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred, as a result of or related to such claims, including but not limited to attorneys' and consultants' fees and expenses, provided that such claims arise out of or are related to the Contractor's failure to Substantially Complete its Work by its Date for Substantial Completion or its failure to Finally Complete its Work within forty-five (45) days of its Date for Substantial Completion. The Contractor's obligation to indemnify, defend and hold the Owner harmless under this Section 3.5 shall be joint and several. These Liquidated Damages are in addition to any other remedies available to the Owner under the Contract Documents.

The Contractor acknowledges that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Contractor's Work is not Substantially

Complete by its Date for Substantial Completion or Finally Complete by the required date for Final Completion. The Parties acknowledge and agree that actual damages,

costs or expenses of any delay would be difficult to ascertain and that the liquidated damages remedy provided for in this Section is a fair and equitable amount to reimburse Owner for damages sustained due to such delay and is not a penalty.

3.6. FINAL COMPLETION. The Contractor shall achieve Final Completion of its Work on the Project, as defined in the General conditions, within forty-five (45) calendar days of achieving Substantial Completion ("Date of Final Completion").

3.7. MILESTONE DATES: The following Milestone Date(s), if any, shall be met:

4. CONTRACT SUM (also called Contract Price). The lump sum Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations, and responsibilities of the Contractor under this Agreement and the other Contract Documents is as set forth in the Contract Terms Sheet. The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, commercial activity, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor will pay any such taxes. The Contract Sum includes the Base Bid and Alternates, if any, identified in the Contract Terms Sheet.

If after Substantial Completion of its Work, the Contractor fails to submit its final payment application with all the documents required to be submitted with such application within ninety (90) days after written notice to do so from the Owner and without prejudice to any other rights and remedies the Owner may have available to it, the balance of the Contract Sum shall become the Owner's sole and exclusive property, and the Contractor shall have no further interest in or right to such balance.

5. RETAINAGE. Retainage applicable to the Contract by Ohio Revised Code Sections 153.12, .13, and .14 will be withheld as defined in the General Conditions. The Contractor agrees that the Retainage will not be held in escrow or in any interest-bearing account, and that no interest will be paid on such retained funds.

6. LIMITATION ON LIABILITY. The Owner's total liability under this Agreement will be limited to the amount set forth in the Fiscal Officer's certificate accompanying this Agreement. Under no circumstances will the elected officials, officers, employees, board or council members, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

7. GENERAL.

7.1 MODIFICATION. Unless otherwise specifically set forth in this Agreement, no modification or waiver of any of the terms of this Agreement, or of any other Contract Documents, will be effective against a party unless set forth in writing and signed by or on behalf of a party. In the case of the Owner, the person executing the modification or waiver must have express authority to execute the Modification on behalf of the Owner pursuant to a resolution that is duly adopted by the Owner. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms

by the Owner. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this section.

7.2 ASSIGNMENT. The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.

7.3 LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligation of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the state court of competent jurisdiction in the county in Ohio in which the Owner's principal office is located, and each party hereby expressly consents to the exclusive jurisdiction of such court. The parties expressly waive the right to remove any litigation arising out of this Agreement to federal court.

7.4 CONSTRUCTION. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and entered into this Agreement as a free and voluntary act. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

7.5 APPROVALS. Except as expressly provided herein, the approvals and determinations of the Owner and Design Professional will be subject to the sole discretion of the respective party and be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor has the burden of proving that it was not made in good faith by clear and convincing evidence.

7.6 PARTIAL INVALIDITY. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

7.7 COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including but not limited to Chapter 4115 of the Ohio Revised Code and Sections 153.59 and 153.60 of the Ohio Revised Code, which prohibit discrimination in the hiring and treatment of employees, with respect to which the Contractor agrees to comply and to require its subcontractors to comply.

7.7.1 NON-DISCRIMINATION. Contractor agrees:

1. That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of either of them, shall by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color discriminate against any citizen of the state in the employment of labor

or workers who are qualified and available to perform the Work to which the employment relates.

2. That neither the Contractor, subcontractor, nor any person acting on behalf of either of them shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.

3. That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars ($25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.

4. That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

7.7.2 PREVAILING WAGE RATES. The Contractor and its subcontractors, regardless of tier, shall strictly comply with their obligation to pay their employees working on the Project site at the applicable prevailing wage rates for the type of work, including any changes thereto, without increase in the Contract Sum.

7.7.3 ETHICS. By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

7.7.4 CONTINUOUS TREATMENT. Federal regulations prohibit by-passing of any sewage during construction operations. The Contractor will be responsible for providing any required temporary pumping facilities piping, etc. necessary to complete the Project without any plant by-passing and continuous treatment must be provided at the same level during construction as existed prior to construction.

Unless otherwise specified in writing, the Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of this Contract.

The Contractor shall comply with all laws, regulations, ordinances, rules and orders relating to the performance of the work required to complete their Contract.

7.7.5 VIOLATIONS FACILITIES. Contractor agrees to comply with all applicable standards, orders or requirements under Section 306 of the Clean Air Act, 42 USC 1857(h), Section 508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and EPA regulations, 40 CFR Part 32, which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included in the EPA List of Violating Facilities.

7.8 JOB MEETINGS. The Contractor or one of its representatives with authority to bind the Contractor will attend all job meetings. The Owner anticipates that job meetings will be scheduled on a weekly basis during construction or as needed. The Contractor will ensure that its Subcontractors also hold regular job meetings at which safety issues and job matters are discussed as these relate to the Work being performed. Job meetings include, but are not limited to, pre-construction meetings, weekly job meetings, weekly safety tool box meetings, and monthly safety meetings.

7.9 PROPERTY TAX AFFIDAVIT. The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein.

7.10 PARTNERING. Contractor agrees that it will participate, as part of the Contract Sum, in any partnering sessions scheduled by Owner.

7.11 ENTIRE AGREEMENT. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

7.12 COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives and agree that this Agreement is effective as of the date first set forth above.

Owner: **The City of Gahanna**	Contractor (as identified on the Contract Terms Sheet)
By: _____	By: _____
Name: **Laurie A. Jadwin**	Name: _____
Title: **Mayor**	Title: _____
Date: _____	Date: _____

By: _____

Name: **Holly Boyer, PE**

Title: **Senior Utilities Engineer**

Date: _____

Approved as to form of Contract and Contract Bond:

By: _____

Name: **Priya D. Tamilarasan**

Title: **City Attorney**

Date: _____

FISCAL OFFICER'S STATEMENT OF AVAILABILITY

(Section 5705.41, R.C.)

I Joann Bury, hereby certify that I am the Director of Finance for the City of Gahanna, Ohio and that the amount of money to wit **$532,586.86** required to meet the cost of the attached Contract between the City of Gahanna, Ohio and **CAP-STONE & Associates**, has been or will be, prior to the ordering of any materials, lawfully appropriated for the purpose of said Contract and the money so appropriated is on deposit or in process of collection to the credit of the appropriate fund free from any previous encumbrances. Moneys due in excess of the Contract Sum and any Contingency amount assigned thereto shall require an additional and separate Fiscal Officer's Statement of Availability which shall not be given unless the Contract adjustment is directly attributable to one of the express methods for increasing the Contract Sum under the Contract Documents; and, such process is completed in the manner required by the Contract Documents.

Date: _____

Signed: _____

By: Joann Bury

Title: Director of Finance

STATE OF OHIO BUREAU OF WORKER'S COMPENSATION
INSURANCE **CERTIFICATE ATTACHMENT SHEET**

INSURANCE CERTIFICATE ATTACHMENT SHEET

NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT

Section 1311.252, Ohio Revised Code

Notice is hereby given of the commencement of a public improvement as follows:

1. The public improvement is identified as:
   Project Name: **2026 Street Rebuild & Waterline Program**
   Project Location: **White Swan and Embassy Courts**

2. The public authority and Owner responsible for the public improvement is:
   City of Gahanna, 200 South Hamilton Road, Gahanna, Ohio 43230

3. The principal contractor and its surety on the public improvement are as follows:
   CAP-STONE & Associates, 5715 Westbourne Ave, Columbus, OH 43213
   Surety:

4. The date the City of Gahanna first executed a contract with a principal contractor for this public improvement is:

5. The name and address of the representative for the City of Gahanna upon whom service may be made for the purposes of serving an affidavit pursuant to Section 1311.26 of the Ohio Revised Code is:
   Holly Boyer, PE, Senior Utilities Engineer
   City of Gahanna, 200 South Hamilton Road, Gahanna, Ohio 43230

The foregoing is true and accurate to the best of my knowledge and the information available to me.

_____
Signature Title

_____
Printed Name

Sworn and subscribed before me this _____ day of _____, 20___.

_____
Notary Public

NOTICE OF AWARD TO CONTRACTOR

To: **CAP-STONE & Associates,**
5715 Westbourne Ave,
Columbus, OH 43213
Date:

Project: **2026 Street Rebuild & Waterline Program**

The Owner has considered the Bid submitted by you for the above-described work in response to the Legal Notice dated: **.**

You are hereby notified that your bid has been accepted for items in the amount of **$532,586.86** (Base Bid).

You are required by the Information for Bidders to execute the Contract and furnish the required documents within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Contract within ten (10) days from the date of this notice, Owner may—at its discretion—exercise its rights with respect to your bid guaranty and be entitled to such other rights as may be granted by Law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 20___

By:

_____
Holly Boyer, PE
Senior Utilities Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

Contractor:

This _____ day of _____, 20___

By: _____

Name: _____

Title: _____

NOTICE OF AWARD TO SURETY AND SURETY'S AGENT

Date:

SENT BY REGULAR U.S. MAIL

Surety Company:
Ohio Farmers Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001

Surety Agent:
HUB International Limited
1600 W. Lane Ave., Suite 200
Columbus, OH 43221

Re: Notice of Award of Contract

To Whom It May Concern:

You are notified that your principal, **CAP-STONE & Associates,** has been awarded a contract for the **2026 Street Rebuild & Waterline Program** in the amount of **$532,586.86**, by the City of Gahanna.

Thank you,

_____

By: Angela Roth
Engineering Program Coordinator

NOTICE TO PROCEED

To: **CAP-STONE & Associates,**
5715 Westbourne Ave,
Columbus, OH 43213

Date:

Project: **2026 Street Rebuild & Waterline Program**

Owner: City of Gahanna
200 South Hamilton Road
Gahanna, Ohio 43230

You are hereby notified to commence Work in accordance with the Agreement dated _____2026, and you are to complete the Work in the time required by Section 3.2 of the Owner/Contractor Agreement and other Contract Documents. Within ten (10) days from this Notice to Proceed date, you will begin physical, on-site improvements. You are required to return an acknowledged copy of this Notice to Proceed, to the Owner, indicating Acceptance of this Notice to Proceed.

_____
Holly Boyer, PE
Senior Utilities Engineer

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____, this the day of _____, 20___.

By: _____

Title: _____

CHANGE ORDER

Order No: _____
Date: _____
Agreement Date: _____

Name of PROJECT: **2026 Street Rebuild & Waterline Program**
OWNER: City of Gahanna, Ohio
CONTRACTOR: **CAP-STONE & Associates**

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: _____

Change to CONTRACT PRICE: $_____

Original CONTRACT PRICE: $_____

Current CONTRACT PRICE adjusted by previous
CHANGE ORDER $_____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased)
(decreased) by : $_____

The CONTRACT PRICE amount INCLUDING this CHANGE ORDER: $_____

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____
calendar days.

The date for completion of all WORK will be _____(Date)

CONTRACTOR AGREES THAT THIS CHANGE ORDER SHALL CONSTITUTE A FINAL SETTLEMENT OF ALL MATTERS RELATING TO THE CHANGE IN THE WORK THAT IS THE SUBJECT OF THIS CHANGE ORDER, INCLUDING, BUT NOT LIMITED TO, ALL DIRECT, INDIRECT, AND CUMULATIVE COSTS ASSOCIATED WITH SUCH CHANGE AND ALL ADJUSTMENTS TO THE CONTRACT SUM AND THE DATE FOR SUBSTANTIAL COMPLETION.

Contractor's Signature: _____

Owner: _____

Project Administrator: _____

PAYROLL INFORMATION

Date _____

I, _____ (Name of Signatory Party), _____ (Title), do hereby certify:

1. That I pay or supervise the payment of the persons employed by_____ (Contractor) on the **2026 Street Rebuild & Waterline Program, (**Project).

2. That during the payroll period commencing on the _____day of _____, 20__, and ending on the _____ day of_____, 20__, all persons employed on said project have been paid in full weekly wages earned; that no rebates have been or will be made either directly or indirectly to or on behalf of said _____(Contractor) from the full weekly wages earned by such persons; and that no deductions have been made either directly or indirectly from the wages earned by such persons, other than permissible deductions which are described below:

_____

_____

_____

3. That any payrolls otherwise under this Contract required for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in the specifications as supplied by the Department of Industrial Relations or any wage determination incorporated into the Contract and that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

4. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the Ohio Apprenticeship Council.

5. That:

(a) Where fringe benefits are paid to approved plans, funds, or programs, in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits listed in the Contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 5(c) below; and

(b) Where fringe benefits are paid in cash, each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, and amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the Contract, except as noted in Section 5(c) below:

(c) Exceptions:

Exception (Craft) Explanation

_____

_____

_____

_____

Remarks

_____

Name and Title _____,_____

_____

Signature

The willful falsification of any of the above statements may subject the Contractor or Subcontractor to fines as described in Section 4115.99 of the Ohio Revised Code.

FINAL PAYROLL AFFIDAVIT

I, _____(Name of person signing affidavit), _____ (title),

of the _____, do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract to the Improvement, Repair and Construction of: _____ during the following period from _____ to _____ is in accordance with the prevailing wages prescribed by the Contract Documents. I further certify that no rebates or deductions for any wages due any person have been directly or indirectly made other than those provided by law.

_____
(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 20___.

_____
Notary Public

The above affidavit must be executed and sworn to by the officer or agent or the Contractor or Subcontractor who supervised the payment of employees, before the Owner will release the surety and/or make final payment due under the terms of the Contract.

CONTRACTOR'S PAYMENT APPLICATION CHECKLIST

THE CONTRACTOR MUST COMPLETE THIS CHECKLIST AND SUBMIT IT TO THE DESIGN PROFESSIONAL WITH ITS PAYMENT APPLICATION AND ALL REQUIRED DOCUMENTATION.

1. Contractor's Name: _____

2. Name, title, and telephone and email address of Contractor's representative to contact regarding the Payment Application and required documentation:

   Name: _____ Title: _____

   Office Telephone No.: (____) _____Email Address _____

3. Payment Application Number and Date:

   No. _____ Date: _____, 20___

4. The following is a list of required documentation that must accompany its Payment Application. The Contractor certifies that it has submitted the documentation listed below with its Payment Application. If the Contractor cannot do so, the Contractor should explain why in Paragraph 5. Such explanations shall not excuse the Contractor from the requirements for submitting this documentation.

   _____ .1 Two (2) copies of a properly completed and executed Application for Payment with a properly completed and executed Schedule of Values attached to each;

   _____ .2 Properly Completed Contractor's Affidavit with List of Subcontractors and Suppliers and Any Amounts Withheld;

   _____ .3 Contractor's Wavier and Release Agreement (beginning with the second Application for Payment);

   _____ .4 For each of its Subcontractors and Suppliers, a Subcontractor's – Supplier's Waiver and Release Agreement (beginning with the second Application for Payment);

   _____ .5 Schedule of all materials and equipment stored on-site;

   _____ .6 For materials and equipment stored off-site:

      _____ A list of the materials and equipment consigned and stored off-site in connection with the Project (which shall be clearly identified), giving the place of storage, together with copies of invoices and reasons why the materials and equipment cannot be delivered to the site;

      _____ Certification that all items have been tagged for delivery to the Project and that they will not be used for any other purpose;

      _____ A letter from the Contractor's surety bonding company indicating agreement to the arrangements and that

payment to the Contractor shall not relieve either party of its responsibility to complete the facility;

_____ Evidence of adequate insurance covering the material and equipment in storage, which shall name the Owner as additional insured;

_____ Evidence that the Design Professional has visited the Contractor's place of storage and found that all the materials and equipment set forth in the payment request and represented to be stored off-site are stored at the place of storage (any costs incurred by the Design Professional to inspect material and equipment in off-site storage shall be paid by the Contractor); and

_____ Itemization of the materials and equipment and their cost, which were approved on previous Pay Applications and which remain in off-site storage.

_____ .7 Other documentation or information required by the Contract Documents or by the Design Professional or Owner.

5. Reason why required documentation is not submitted:

_____
_____
_____
_____
_____
_____

NOTE: The failure to submit required documentation, regardless of the reason, may result in non-payment, partial payment, and/or late payment.

_____
Signature

_____
Printed Name

_____
Date

PROJECT ADMINISTRATOR REVIEW

_____ Checklist and documentation complete.

_____ Checklist and documentation incomplete.

_____
Signature

_____
Printed Name

_____
Date

CONTRACTOR'S AFFIDAVIT WITH LIST OF SUBCONTRACTORS AND SUPPLIERS WITH ANY AMOUNTS WITHHELD

PROJECT:

CONTRACTOR:
_____
_____
_____

STATE OF _____:
: SS,
COUNTY OF _____:

The undersigned after first being sworn swears that a) all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment, b) the Contractor has submitted Subcontractor(s) – Supplier(s) Waiver and Release Agreements for each of its Subcontractors and Suppliers using the form set forth in the Project Manual or as requested by the Design Professional, c) set forth below is a complete list of its Subcontractors and Suppliers, and d) set forth below is a complete description of all amounts withheld from any Subcontractor or Supplier and the reason why. Attach additional sheets if necessary. Contractor certifies that it has self-performed work amounting to not less than 50% of the total contract sum.

Typed or Printed Name of Subcontractor or Supplier	Address of Subcontractor or Supplier	Telephone Number of Subcontractor or Supplier

WITHHOLDINGS FROM SUBCONTRACTORS AND/OR SUPPLIERS:

Typed or Printed Name of Subcontractor or Supplier	Amount Withheld	Reason for Withholding

CONTRACTOR: [insert name]

_____

BY: _____
(Signature of authorized representative)

NOTARY PUBLIC

Subscribed and sworn to before me on this date by _____ on behalf of _____.

_____
Signature of Notary Public

Notary Public: _____

My Commission Expires: _____

CONTRACTOR'S WAIVER & RELEASE AGREEMENT

("AGREEMENT")

Project:

The undersigned hereby acknowledges receipt of payment from the Owner for all Work on the Project through the date of its prior Application for Payment. The undersigned acknowledges and agrees that the terms in this Agreement shall have the same meaning as in the Contract Documents for the Project.

In return for said payment, and/or pursuant to certain contractual obligations of the undersigned, the undersigned hereby waives and releases any rights it has or may have through the date of its last Application for Payment to any and all Claims and liens related to the Project, including without limitation: Claims of payment, mechanic's liens, liens against funds, surety bond Claims, and Claims for breach of contract or unjust enrichment. The sole exception to this waiver and release is for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form. The undersigned acknowledges and agrees that this wavier and release is intended to be a comprehensive release of all Claims and liens related to the Project, including without limitation all Claims against the Owner, the Design Professional, any Construction Manager, and the employees, board members, agents and representatives of any of the foregoing persons. The undersigned further certifies that this Agreement covers Claims and liens by all persons with which it did business related to the Project, including without limitation subcontractors and suppliers, through the date of its last Application for Payment. The undersigned represents that all such persons have signed an agreement in the form of this Agreement releasing any and all Claims and liens related to the Project, except for any Claims made by properly and timely submitting a Statement of Claim form, a copy of which has been delivered to the Design Professional and the Owner. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

This Agreement is for the benefit of, and may be relied upon by the Owner, Design Professional and any Construction Manager. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, work or improvement, and real property from any and all Claims, or liens that are or should have been released in accordance with this Agreement.

_____
Company Name

_____
Authorized Signature (Company Officer)

_____
Title

_____
Date

State of: _____ County of _____

Subscribed and sworn to before me this _____ day of _____, 20___.

Notary Public: _____

My Commission Expires: _____

SUBCONTRACTOR'S/SUPPLIER'S WAIVER & RELEASE AGREEMENT

("AGREEMENT")

Project:

The undersigned hereby acknowledges receipt of payment for all Work on the Project through the date of the prior Application for Payment by the Prime Contractor ("Prime Contractor") with which it has a contract. The undersigned acknowledges and agrees that the terms in this Agreement shall have the same meaning as in the Contract Documents for the Project.

In return for said payment, and/or pursuant to certain contractual obligations of the undersigned, the undersigned hereby waives and releases any rights it has or may have through the date of the Prime Contractor's last Application for Payment and to any and all Claims and liens related to the Project, including without limitation: Claims of payment, mechanic's liens, liens against funds, surety bond Claims, and Claims for breach of contract or unjust enrichment. The sole exception to this waiver and release is for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form, a copy of which the undersigned represents has been delivered to the Owner and the Design Professional. The undersigned acknowledges and agrees that this wavier and release is intended to be a comprehensive release of all Claims and liens related to the Project, including without limitation all Claims against the Prime Contractor, the Prime Contractor's surety, the Owner, the Design Professional, any Construction Manager, and the employees, board members, agents and representatives of any of the foregoing persons. The undersigned further certifies that this Agreement covers Claims and liens by all persons with which it did business related to the Project, including without limitation sub-subcontractors and suppliers, through the date of the Prime Contractor's last Application for Payment. The undersigned represents that all such persons have signed an agreement in the form of this Agreement releasing any and all Claims and liens related to the Project, except for any Claims made by properly and timely submitting a Statement of Claim form, a copy of which has been delivered to the Design Professional and the Owner. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

The undersigned agrees that upon receipt of the payment from the Prime Contractor with respect to the Prime Contractor's current Application for Payment, it shall, upon request of the Prime Contractor, Owner, Design Professional, or any Construction Manager, execute a waiver and release agreement in the form of this Agreement, except that such Agreement shall be current through the date of the Prime Contractor's current Payment Application. The undersigned further agrees that, upon receipt of such payment, it shall execute any other documents requested to cause the prejudicial release of any and all Claims and liens through the date of the Prime Contractor's current Payment Application.

This Agreement is for the benefit of, and may be relied upon by, the Prime Contractor, the Prime Contractor's surety, the Owner, the Design Professional and any Construction Manager. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing: the Project, its Work, and real property from any and all Claims and/or liens that are or should have been released in accordance with this Agreement and from any liability, cost, or expense incurred as a result of any breach of this Agreement by the undersigned.

_____
Company Name

_____
Authorized Signature (Company Officer)

_____
Title

_____
Date

State of: _____ County of _____

Subscribed and sworn to before me this _____ day of _____, 20___.

Notary Public: _____

My Commission Expires: _____

STATEMENT OF CLAIM FORM
Claim No. ___ for Contractor

1. Name of Contractor: _____

2. Date written claim given: _____.

3. Contractor's representative to contact regarding the claim:

   Name: _____ Title: _____
   Telephone No. _____ (office)

   E-mail: _____

4. General description of claim:

_____
_____
_____

5. Contract Documents. If the claim is based upon any part or provision in the Contract Documents, including but not limited to pages in the Drawings and/or paragraphs in the Specifications, Owner-Contractor Agreement, General Conditions or Supplementary General Conditions, state upon which parts or provisions the claim is based:

_____
_____
_____

6. Delay claims:

   6.1 Date delay commenced: _____
   6.2 Duration or expected duration of the delay, if known: _____
   6.3 Apparent cause of the delay and part of critical path affected:

_____
_____
_____

   6.4 Expected impact of the delay and recommendations for minimizing such impact:

_____
_____
_____

7. Additional compensation. Set forth in detail all additional compensation to which the Contractor believes it is entitled with respect to this claim:

_____
_____
_____

8. Instructions for Completing the Statement of Claim Form ("Instructions"). The Instructions are incorporated in this Form.

9. Truth of Claim. By submitting this claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this State of Claim is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

CONTRACTOR: _____

By: _____

Name and Title: _____

Date: _____

CONTRACTOR'S ACKNOWLEDGMENT

State of _____,

County of _____, ss:

_____ first being sworn, states that after conscientious and thorough review, the statements made in attached Statement of Claim Form are complete and true to the best of his or her knowledge and belief.

_____

Sworn to before me a notary public by _____ on _____ __, 20__.

_____
Notary Public

WHEN COMPLETED, FORWARD A COPY OF THIS NOTICE AND STATEMENT OF CLAIM FORM TO THE OWNER AND DESIGN PROFESSIONAL.

STATEMENT OF CLAIM FORM INSTRUCTIONS

1. Completing the Statement of Claim Form ("Claim Form") is a material term of the Contract. The Claim Form tells the Owner and Design Professional that the Contractor is making a Claim and that they need to act promptly to mitigate the effects of the occurrence giving rise to the Claim. The Claim Form also provides them with information so that they can mitigate such effects. The Contractor acknowledges that constructive knowledge of the conditions giving rise to the Claim through job meetings, correspondence, site observations, etc. is inadequate notice, because knowledge of these conditions does not tell the Owner and Design Professional that the Contractor will be making a Claim and most often is incomplete.

2. If the space provided in the Claim Form is insufficient, the Contractor, as necessary to provide complete and detailed information, must attach pages to the Claim Form with the required information.

3. Paragraph 4. The Contractor must state what it wants, *i.e.*, time and/or compensation, and the reason why it is entitled to time and/or compensation.

4. Paragraph 5. The Contractor must identify the exact provisions of the Contract Documents it is relying on in making its Claim. For example, if the Claim is for a change in the scope of the Contractor's Work, the Contractor must identify the specific provisions of the Specifications, and the Plan sheets and details that provide the basis for the scope change.

5. Paragraph 6. This paragraph applies to delay claims, including delays that the Contractor believes result in constructive acceleration. The Contractor must identify the cause of the delay, party or parties responsible, and what the party did or did not do that caused the delay, *i.e.*, specific work activities. The Contractor acknowledges that general statements are not sufficient, and do not provide the Owner with sufficient information to exercise the remedies available to the Owner or to mitigate the effects of the delay.

   For example, if the Contractor claims a slow response time on submittals caused a delay, the Contractor must identify the specific submittals, all relevant dates, and then show on the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Also for example, if the Contractor claims it was delayed by another Contractor, the Contractor must identify the delaying Contractor, specifically what the delaying Contractor did or did not do that caused the delay, and then show the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Further by example, if the Contractor seeks an extension of time for unusually severe weather, the Contractor must submit comparative weather data along with a record of the actual weather at the job site and job site conditions.

6. Paragraph 6.4. Time is of the essence under the Contract Documents. If there is a delay, it is important to know what can be done to minimize the impact of the delay. It therefore is important that the Contractor provide specific recommendations on how to do so.

7. Paragraph 7. The Contractor must provide a specific and detailed breakdown of the additional compensation it seeks to recover. For future compensation, the Contractor shall provide its best estimate of such compensation.

8. Paragraph 8 and Acknowledgment. By submitting this Claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this Claim Form is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

END OF INSTRUCTIONS

DESIGN PROFESSIONAL'S
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Contract For:

Owner: CONTRACTOR:
City of Gahanna
200 South Hamilton Road
Gahanna, Ohio 43230

The Design Professional hereby certifies that the Date for Substantial Completion of the Contractor's Work as set forth in the Owner-Contractor Agreement is:

Date:

The Design Professional hereby certifies that the Date for Substantial Completion in the Contractor's Agreement with the Owner (the "Agreement"), as extended by Change Orders and Claims submitted by the Contractor that have been resolved, as defined below, is:

1. Date for Substantial Completion in the Agreement (above): _____
2. Additional days added to Date for Substantial Completion by Change Order: _____
3. Additional days added by Claims that have been Finally Resolved: _____
4. Date for Substantial Completion in the Contract Adjusted by days under No. 2 and No. 3 _____

The Design Professional certifies that the Contractor's Work to the best of the Design Professional's knowledge, information, and belief was Substantially Complete, as Substantial Completion is defined in the Contract Documents, on _____.

The Design Professional hereby certifies that the difference between (a) the Date for Substantial Completion adjusted by the days under No. 2 and No. 3 above and (b) the date the Contractor's Work was Substantially Complete is _____ days.

NOTICES OF DELAY. The Design Professional hereby certifies that all "NOTICES OF DELAY" submitted by the Contractor and described in the General Conditions are attached to this Certificate. This certification is solely for the purpose of identifying all "NOTICES OF DELAY" submitted by the Contractor and is not intended to imply that any of these NOTICES OF DELAY were properly submitted in accordance with Contract Documents or are valid.

STATEMENT OF CLAIM FORMS. The Design Professional hereby certifies that all Statement of Claim Forms described in the General Conditions and submitted by the Contractor are attached to this Certificate. This certification is solely for the purpose of identifying all Statement of Claim Forms submitted by the Contractor and is not intended to

imply that any of these Statement of Claim Forms were properly submitted in accordance with Contract Documents or are valid.

PUNCHLIST ITEMS. A list of items to be completed by the Contractor is attached to this Certificate. The failure to include items on this list does not change the responsibility of the Contractor to complete its Work in accordance with the Contract Documents. The Contractor shall complete all items on the Punchlist in accordance with the Contract Documents.

Security, maintenance, utilities, damage to the Work and insurance are the responsibility of the Owner and the Contractor based on their operations pursuant to final completion of the Work.

Copies of this Certificate were provided to the Contractor and the Owner on _____.

Design Professional: _____

Signature: _____

Date: _____

CITY OF GAHANNA
STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial or all capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
2. *Agreement or Owner-Contractor Agreement* —The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Owner or Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. *Bidder*—An individual or entity that submits a Bid to Owner.
6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; or seeking other relief with respect to the terms of the Contract.
10. *Claim*

    a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the requirements set forth herein, seeking an adjustment of Contract Price or Contract Times, or both; or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material*.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work. Subject to addenda and change orders, the Contract supersedes prior negotiations, representations, or agreements whether written or oral.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract. Unless otherwise separately agreed in writing by the Owner, only printed or hard copies of the items in the Agreement are contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of the subsurface and physical conditions are not Contract Documents.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents, as stated in the Agreement.

15. *Contract Times*—The number of days or the dates as stated in the Agreement by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work so that it is ready for final payment.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work and has entered into the Agreement.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Day or Days* – For the purposes of this Agreement, unless otherwise noted herein, the term "day" or "days" shall mean business days. However, should the term day or days be in reference to a timeframe exceeding 30 days, the day or days shall be considered calendar days unless otherwise noted herein.

19. *Design Professional* – architects, engineers, designers, and others whose services have traditionally be considered "professional" activities, requiring licensure or registration by the state, or otherwise, require the knowledge and application of design principles appropriate to the Project.

20. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

21. *Effective Date of the Contract*—The date indicated in the Agreement on which the Contract becomes effective.

22. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

23. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

24. *Engineer*—The individual or entity identified in the Agreement. If no Engineer is named for the Project, all references to Engineer shall mean Owner Engineer may also be referred as the "Design Professional".

25. *Estimate Of Cost* -- The total estimated construction cost for the base bid Work on the Project for which bids are being solicited at this time is set forth in the Coversheet.

26. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

27. *General Requirements* – Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

28. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

29. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

30. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

31. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

32. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

33. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

34. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract. The Owner is the City of Gahanna, Ohio.

35. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times. The Progress Schedule may also be referred to as the Construction Schedule.

36. Pr*oject Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Modified General Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

37. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

38. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

39. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

40. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals. If the Owner or Engineer prepares a Bid Schedule breaking the Work down into estimated quantities (pay items) for the purpose of bidding the Work, the Schedule of Values shall be the Bid Schedule. If there is any part of the Work that is not identified in the Bid Schedule, such part shall be deemed incidental to Work identified in the Bid Schedule.

41. *Schedule of Values*—For non-unit price items, a schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

42. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

43. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

44. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

45. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

46. *Successful Bidder* – The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

47. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

48. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the sole and exclusive opinion of Owner, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work. Substantial Completion is further defined as (i) that degree of completion of the Project's operating facilities or systems sufficient to provide Owner the full time, uninterrupted, and continuous beneficial operation of the Work; and (ii) all required functional performance, and acceptance or start up testing has been successfully demonstrated for all components, devices, equipment, and instrumentation and control to the sole and exclusive satisfaction of Owner in accordance with the requirements of the Specifications.

49. *Successful Bidder*— The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

50. *Supplementary Conditions*—The part of the Contract Documents that amends or supplements these General Conditions. If additional supplements are included in the Contract Documents, they may be in the form of Supplementary or Special Conditions.

51. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

52. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

52. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

54. *Unit Price Work*—Work to be paid for on the basis of unit prices.

55. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

56. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work or responding to the differing or unforeseen subsurface or physical conditions under which the Work is to be

performed or to respond to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times

Should the Work Change Directive be required as a result of Contractor's negligence or omission, the Contractor agrees to bear the costs of any work to correct its negligence or omission with no additional cost to the Owner nor any additional time to the schedule.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a day of twenty-four (24) hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the Owner approved copies of certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the City of Gahanna Standard General Conditions expressly establish other dates for delivery of specific insurance policies.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor one fully executed Agreement in paper format upon request.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within ten (10) business days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. The total of the schedule of values prepared for the Work, as required by the

General Conditions, shall not exceed the Bid submitted for the Work, unless such amount is adjusted as provided in the Contract Documents.

B. The Contractor shall prepare the Progress Schedule within ten (10) business days of the date of the Notice to Proceed. The Progress Schedule shall include and be consistent with any applicable Milestone Dates in the Construction Documents. The Contractor shall prepare all Progress Schedules in CPM format unless provided otherwise in the Contract Document or otherwise agreed in writing by the Owner. The Progress Schedule is for coordinating the timing, phasing, and sequence of the Work of the contractors and shall not change or modify the date for Substantial Completion. The date for Substantial Completion shall only be changed or modified by Change Order, other Modification, or a Claim that is finally resolved, regardless of the date in the Proposed Schedule.

1. The Contractor shall update the Progress Schedule each month. In preparing and updating the Progress Schedule, the Contractor shall take into consideration but not be bound by the scheduling and other information submitted by the other contractors and subcontractors.

2. The Progress Schedule shall be manpower loaded and shall include a schedule of the submission of Shop Drawings, Product Data, and Samples.

3. The Contractor shall, on a weekly basis, prepare and submit to the Engineer a written report describing the activities begun or finished during the preceding week, Work in progress, expected completion of the Work, a look-ahead projection of all activities to be started or finished in the upcoming two (2) weeks, including without limitation the Contractor's workforce crew size and total resource hours associated with such Work and any other information requested by the Engineer.

4. The float in the Progress Schedule and any updates to it shall belong to the Owner. Float shall mean the amount of time by which activities may be delayed without affecting the Contract date for Substantial Completion.

5. Should the schedule change in any material manner, as solely determined by the Engineer, the Contractor shall, without additional costs to the project, notify the residents and business owners immediately proximate to the project of the schedule change via door hangers or other appropriate methods as determined by the Engineer.

C. The Contractor's obligation to furnish requested scheduling information is a material term of its Contract. If the Contractor fails to furnish requested scheduling information in writing within ten (10) business days of a request for such information from the Design Professional or Owner, the Contractor shall pay and the Owner may withhold from the Contractor Liquidated Damages at the rate of One Hundred Dollars ($100.00) a day for each calendar day thereafter that the Contractor fails to furnish the requested information.

D. THE PERIODS OF TIME IN THE PROJECT CONSTRUCTION SCHEDULE ARE OF THE ESSENCE TO THIS CONTRACT. THE CONTRACTOR SHALL PROSECUTE ITS WORK IN ACCORDANCE WITH THE CURRENT PROJECT CONSTRUCTION SCHEDULE.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding

among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least ten (10) business days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional ten (10) business days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work. Once approved by the Engineer, the Contractor will not change the allocation of the Contract Price to the component parts of the Work without the Engineer's written approval. The Engineer thereafter may from time to time require the Contractor to adjust such schedule if the Engineer determines it to be in any way unreasonable or inaccurate. The Contractor then shall adjust the schedule of values as required by the Engineer within ten (10) business days.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Owner and/or Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: In addition to its obligations under the Instructions to Bidders, before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Owner, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to the Owner and Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or Contractor failed to perform its obligations under the Instructions to Bidders.

4. In addition to its obligations under the Information and Requirements for Bidders, if Contractor proceeds with work that Contractor had actual knowledge or should have known that a conflict, error, ambiguity, or discrepancy existed as indicated above, correction of work constructed without such notification to Engineer shall be at Contractor's expense, (except in an emergency as authorized pursuant to the terms of the contract).

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

   a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

2. Within the Contract Documents, requirements of the Agreement shall take precedence over the Modified General Conditions, which shall take precedence over the Specifications, which shall take precedence over the Drawings.

3. Within a particular Contract Document, figure dimensions on Drawings shall take precedence over general Drawings. Specific instructions or specifications shall take precedence over general instructions or specifications.

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals filing a Claim in accordance with the procedural requirements in the Contract Documents.

C. . If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within sixty (60) days after the date bids are received for the Project. In no event will the Contract Times commence to run later than the sixtieth (60th) day after the day of Bid opening unless mutually agreed to by the Owner and the Contractor.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Should the Owner determine that a survey is required, the Owner shall provide engineering surveys to establish reference points for construction which in the Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Construction Schedule established in accordance with the Contract Documents.

1. The Date for Substantial completion shall be changed or modified only by Change Order, other written Modification, or a Claim that Finally Resolved, regardless of the date in the Construction Schedule.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

C. The float in the Progress Schedule and any updates to it shall belong to Owner. Float shall mean the amount of time by which activities may be delayed without affecting the Contract Date for Substantial Completion.

D. The Contractor's obligation to Furnish scheduling information is a material term of its Contract. If the Contractor fails to furnish requested scheduling information in writing within five (5) days of a request for such information from the Engineer or Owner, the Contractor shall pay and the Owners may withhold from the Contractor, Liquidated Damages at the rate of one-hundred ($100) dollars per day for each calendar day thereafter that the Contractor fails to furnish the requested information.

E. THE PERIODS OF TIME IN THE PROJECT CONSTRUCTION SCHEDULE ARE OF THE ESSENCE TO THIS CONTRACT. THE CONTRACTOR SHALL PROSECURE ITS WORK IN ACCORDANCE WITH THE CURRENT PROJECT CONSTRUCTION SCHEDULE.

4.05 *Delays in Contractor's Progress*

A. Excusable, Compensable Delays: Unless otherwise provided in the agreed upon schedule or due to an imminent and unforeseen safety issue, if Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Non-Excusable Delays: Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. Excusable, Non-Compensable Delays: If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, pandemics, epidemics, and earthquakes;
2. weather conditions as provided in Paragraph 4.05;
3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
4. Acts of war or terrorism.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
4. However, Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;
2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

H. Weather Delays. When the Contractor is prevented from completing any part of the Work on the critical path within the Contract Time due to weather conditions, if a Change Proposal is made therefor as provided in the Contract, the Contract Times will be extended by one (1) day for each workday lost due to weather that delays Work on the critical path in excess of those in the following table:

Month	Workdays Lost Due to Weather
January	8
February	8
March	7
April	6
May	5
June	5
July	4
August	4
September	5
October	5
November	5

I. The Contractor acknowledges and agrees that the Owner and/or parties in privity of contract with the Owner may delay, interfere with and/or disrupt the Contractor's Work, and such actions shall not constitute a breach of contract by the Owner, since the Contractor is entitled to additional compensation by properly pursuing a Change Proposal and Claim as permitted by these Modified General Conditions. Pending the final resolution of a Claim, the Contractor shall continue performance of the Work.

J. If the Owner determines that the performance of the Work has not progressed such that it is likely that the Contractor will not substantially complete its Work by its Date for Substantial Completion based upon the Contractor's failure to achieve specific milestone dates contained within the Progress Schedule, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the Work, including, without limitation: (a) working additional shifts or overtime; (ii) supplying additional manpower, equipment, and facilities; and (iii) other similar measures (collectively referred to as "Corrective Measures"). If the Owner orders the Contractor to take such corrective measures, and regardless of any claims, disputes or objections, the Contractor shall take and continue such Corrective Measures until the Owner is satisfied that the Contractor is likely to substantially complete its Work by its Date for Substantial Completion

1. The Contractor shall not be entitled to adjustment in the Contract Sum in connection with the Corrective Measures required by the Owner pursuant to Paragraph 4.05(J), unless the Contractor is able to establish that it is entitled to additional compensation under other terms of the Contract Documents.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with Notice of Commencement prepared for the Project, conforming to the provisions of Ohio Revised Code Section 1311.252.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

D. Contractor shall not use adjacent sites, streets or land outside the Project limits unless Engineer has provided written authorization after reviewing the site-specific locations of that use. Contractor must follow dates, times, area restrictions, as approved by Engineer. Contractor shall be responsible for, and the Owners may withhold from the Contractor, Liquidated Damages at the rate of one-hundred ($100) dollars per day for each calendar day in violation of this provision.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, alleged to have been caused by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

After receiving written notice from the Owner of excessive debris at the Site, should the Contractor fail to keep the Site free of debris including dirt and stone the Owner, at its sole discretion, may perform cleaning services and deduct the costs of those services from the contract price.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Agreement identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data contained in such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information. For example, interpolations and extrapolations of Technical data performed by Contractor to estimate locations or quantities of subsurface strata are independent factual assumptions which Owner does not warrant.

E. It is possible that there may be other reports and/or tests of subsurface conditions at or contiguous to the Site. The Owner makes no representation about such reports and/or tests, assuming they exist. For example, all interpolations and extrapolations of data performed by Contractor to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. differs materially from that shown or indicated in the Contract Documents; or

3. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor shall submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than thirty (30) days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Modified General Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site protecting all Underground Facilities in a manner at least as cautious and protective of safety and of underground

facilities as those methods identified in Ohio Revised Code Sections 3781.25 and 3781.30;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing, with a copy to the Contractor, of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or

interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

d. Contractor gave the notice required in Paragraph 5.05.B and submitted a Change Proposal no later than thirty (30) days after issuance of the Engineer's review.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor shall submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than thirty (30) days after Engineer's issuance of the Engineer's Review to Contractor regarding the Underground Facility in question.

4. The Owner will not agree to any adjustments of time or contract price if the Owner determines that markings showing the utilities were disturbed, removed or otherwise changed by the Contractor or their agents.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Agreement identifies:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Contract Documents with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within thirty (30) days of Owner's written notice regarding the resumption of Work, Contractor may submit a Claim, or Owner may impose a set-off..

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and payment bond, in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. Such bond shall be in the form that meets the requirements of the Ohio Revised Code. If the Contractor submitted a combined Bid Guaranty and Contract Bond with its bid for the Work, that form of Bond shall satisfy the Contractor's requirement to provide a Contract Bond. Contractor shall also furnish any other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Ohio Revised Code and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

G. *Material Default or Termination*. If the Owner notifies the Contractor's surety that the Contractor is in material default, the surety will complete its investigation of the claimed material default within twenty-one (21) days. The surety is advised to start looking for a replacement contractor upon notice of material default. As part of its investigation, the surety shall promptly visit the offices of the Contractor, Engineer, and Owner to inspect and copy the available Project records. The Owner, Engineer, and Contractor, upon written request by the surety, shall make such records available during regular business hours for such inspection and copying. The Owner and Engineer's making such records available as provided herein shall satisfy the Owner's obligation to the surety to furnish documents for the investigation. The surety will provide the Owner with the results of its investigation, including any written report or documents.

If the Owner terminates the Contract and the surety proposes to takeover the Work, the surety shall do so no later than the later of the expiration of the twenty-one (21)-day investigation period or ten (10) days after the date the Owner terminates the Contract, whichever is later. If the Owner terminates the Contract, and the surety proposes to provide a replacement contractor, the replacement contractor shall be fully capable of performing the Work in accordance with the Contract Documents. If the Contractor is terminated for cause, the replacement contractor shall not be the Contractor or its employees, unless the Owner agrees in writing. In the event the Surety takes over the Project, the surety's obligation shall not be limited to the penal sum of the Bond.

If the surety does not propose an acceptable contractor as required by this Paragraph, the Owner may complete the Work by such means as it deems appropriate. In the event the Owner agrees to accept a replacement contractor, the replacement contractor shall furnish its own bond for the replacement contractor's scope of work, and neither the Contractor nor the surety shall be relieved of their obligations under the Contract Documents.

This Paragraph is in addition to any other rights of the Owner under the Contract Documents and is not intended to create any rights of the surety, including but not limited to the right to take over the Contractor's obligations.

In the event of the Contractor's termination and if the surety does not takeover the Work as provided in this Paragraph, the Owner may take possession of and use all materials, facilities and equipment at the Project Site or stored off-site for which Owner has paid in whole or in part.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the City of Gahanna Standard General Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the City of Gahanna Standard General Conditions, all companies that provide

insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the City of Gahanna Standard General Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision. Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner shall, upon the Contractor's request, deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Modified General Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such

other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

K. The minimum limits of liability for the required insurance policies listed in Paragraph 6.03 shall not be less than the following unless a greater amount is required by law:

1. Commercial General Liability ("CGL"): Bodily injury (including death and personal injury) and property damage with limits of $1,000,000 each occurrence and $2,000,000 aggregate. CGL shall include (a) Premises-Operations, (ii) Explosion and Collapse Hazard, (iii) Underground Hazard, (iv) Independent Contractors' Protective, (v) Broad Form Property Damage, including Completed Operations, (vi) Contractual Liability, (vii) Products and Completed Operations, (viii) Personal/Advertising Injury with Employment Exclusion deleted, (ix) Stopgap liability endorsement for $1,000,000 limit, and (x) per project aggregate endorsement.

2. Automobile Liability, covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death and personal injury) and property damage with a combined single limit of $1,000,000 per person and $1,000,000 each accident.

3. Such policies shall be supplemented by an umbrella policy, also written on an occurrence basis, to provide additional protection to provide coverage in the total amount of $1,000,000 for each occurrence and $1,000,000 aggregate for contracts with a Contract Price of $250,000 or less; $2,000,000 each occurrence and $2,000,000 aggregate for contracts with a Contract Price greater than $250,000 but less than or equal to $500,000; $3,000,000 each occurrence and $3,000,000 aggregate for contracts with a Contract Price greater than $500,000 but less than or equal to $1,000,000; and $5,000,000 each occurrence and $5,000,000 aggregate for contracts with a Contract Price greater than $1,000,000.

6.03 *Contractor's Insurance*

A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability*—Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
2. claims for damages insured by reasonably available personal injury liability coverage.
3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability*—Form and Content: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:
   a. Such insurance shall be maintained for three years after final payment.
   b. Contractor shall furnish Owner and each other additional insured (as identified in the Modified General Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Broad form property damage coverage.
4. Severability of interest.
5. Underground, explosion, and collapse coverage.
6. Personal injury coverage.
7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella Or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and

completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Modified General Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a noncontributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

J. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

K. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.
2. be written for not less than the limits of liability provided in this Article and in the Modified General Conditions, or required by Laws or Regulations, whichever is greater.
3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior

written notice has been given to Contractor, Owner, and Engineer and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

L. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

M. Contractor's insurance shall be primary and non-contributory.

N. Insurance policies shall be written on an occurrence basis only.

O. The Contractor shall require all Subcontractors to provide Workers' Compensation, CGL, and Automobile Liability Insurance with the same minimum limits specified herein, unless the Owner agrees to a lesser amount.

P. The Owner shall be named as a certificate holder on the policies of insurance maintained by Contractor. The Contractor shall provide each additional insured with a certificate of insurance.

6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk:* Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof. Insurance shall be completed value form. This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Modified General Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Modified General Conditions, the parties required to be insured shall collectively be referred to as "insureds." Insurance certificates shall specifically indicate by

name the additional insureds which are to include Owner and Engineer as well as other individuals or entities so identified.

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Modified General Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. cover the total value of materials and equipment supplied under the Contract from the time Contractor takes possession of them until they are installed and tested by Contractor and the project is accepted as complete by Owner under an endorsement to this policy or in the form of Installation Floater Insurance of the "all risk" type.

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least ten (10) days prior written notice has been given to the purchasing policyholder. Within three (3) days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles:* Contractor shall be responsible for any deductible or self-insured retention.

D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

G. *Payment of Deductible:* Contractor shall pay all deductible provisions applicable to claims related to the Project made under and paid by insurance. If more than one Contractor is responsible for the incident giving rise to the insurance coverage, the Contractors shall be responsible on a pro rata basis, according to their responsibility for the occurrence or accident giving rise to the claim, for payment of the deductible. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work;

and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Modified General Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Modified General Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within fifteen (15) days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise

required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be the Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any Shut Down Dates as defined in the Agreement, or any City-recognized holiday or city-wide event that may impact the Project Schedule as determined by the Engineer.

Contractor may perform Work outside regular working hours or on Saturdays, Sundays, Shut Down Dates as defined in the Agreement or legal holidays only with Owner's written consent, which will not be unreasonably withheld. Contractor (and any Subcontractor) regular working hours consist of 8 to 10 working hours within an eleven (11) -hour period between 7:00 a.m. and 6:00 p.m. on a regularly scheduled basis, excluding Saturday, Sunday and holidays. Overtime work is work in excess of forty (40) hours per week. Contractor must receive advanced written approval from the Owner prior to performing work on weekends or City Holidays. Approval of such weekend and/or holiday work is in the Owner's sole discretion.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. Contractor warrants that all materials and equipment are suitable and fit for the intended use of such materials and equipment and are free from defects in material, workmanship, or design. The foregoing applies whether the materials or equipment are specified in the Contract Documents.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or

equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitutions prior to the receipt of bids shall be governed by the Instructions to bidders. Substitutions after the entry into the Agreement shall be governed by these Modified General Conditions.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material

under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
    a. will certify that the proposed substitute item will:
        1) perform adequately the functions and achieve the results called for by the general design;
        2) be similar in substance to the item specified; and
        3) be suited to the same use as the item specified.
    b. will state:
        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    c. will identify:
        1) all variations of the proposed substitute item from the item specified; and
        2) available engineering, sales, maintenance, repair, and replacement services.
    d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in

Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute. In the instance where the Engineer is the City of Gahanna Engineer, the foregoing work shall be charged at a rate of $100.00 per hour for any City of Gahanna employee performing the tasks contemplated in this paragraph.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection. If Owner or Engineer, after due investigation, has reasonable objections to any proposed Subcontractor, Supplier, or other individual or entity, either may request Contractor submit an acceptable substitute without an increase in Contract Price, and the Contractor shall do so within ten (10) days.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five (5) days. The Owner's acceptance or failure to raise an objection shall not relieve the Contractor of its liability for the acts, omissions, or breaches of contract by its subcontractors or suppliers.

E. Owner may require the replacement of any Subcontractor, Supplier, employee, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity. Cause for removal shall include but not be limited to incompetent, unfaithful, or disorderly behavior, refusal to carry out any provision of the Contract Documents, careless or unsatisfactory work, or disrespectful, threatening or abusive language to any supervisor of the work or to the public..

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within thirty (30) days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

N. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

P. The Owner shall be an intended third-party beneficiary of Contractor's agreements with its consultants, subcontractors, and suppliers.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

B. Materials purchased for use or consumption in connection with the proposed Work will be exempt from the State of Ohio Sales Tax, as provided in Section 5739.02 of the Ohio Revised Code, and also from the State of Ohio Use Tax, as provided in Section 5741.01 of the Ohio Revised Code. The Owner will provide the Contractor with a Construction Tax Exempt Certificate upon request, made through the Engineer.

C. Purchases by the Contractor of expendable items, such as form lumber, tools, oil, greases, fuel, or equipment rentals, are subject to the application of Ohio Sales or Use Taxes.

D. In addition to any other taxes required to be withheld by the Contractor, the Contractor shall withhold any income taxes due to the Owner for wages, salaries and commissions paid to its employees for work done under this Agreement and further

agrees that any of its subcontractors shall, by the terms of its subcontract, be required to withhold any such income taxes due for work performed under this Agreement.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

B. The Owner is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials that the successful Bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Bidder provides a properly completed Ohio Department of Taxation Construction Contract Exemption Certificate to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates on request.

C. Materials purchased for use or consumption in connection with the proposed Work will be exempt from the State of Ohio Sales Tax, as provided in Section 5739.02 of the Ohio Revised Code, and also from the State of Ohio Use Tax, as provided in Section 5741.01 of the Ohio Revised Code. The Owner will provide the Contractor with a Construction Tax Exempt Certificate upon request, made through the Engineer.

D. Purchases by the Contractor of expendable items, such as form lumber, tools, oil, greases, fuel, or equipment rentals, are subject to the application of Ohio Sales or Use Taxes.

E. In addition to any other taxes required to be withheld by the Contractor, the Contractor shall withhold any income taxes due to the Owner for wages, salaries and commissions paid to its employees for work done under this Agreement and further agrees that any of its subcontractors shall, by the terms of its subcontract, be required to withhold any such income taxes due for work performed under this Agreement.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. *Prevailing Wage Rates*: For "Construction" projects as defined in Section 4115.03 of the Ohio Revised Code, the successful Bidder and all of its subcontractors, regardless of tier, will strictly comply with its obligation to pay a rate of wages on the Project not less than the rate of wages fixed for this Project under Section

4115.04 of the Ohio Revised Code. Additionally, for such "Construction Projects," the successful Bidder will comply with all other provisions of Chapter 4115 of the Ohio Revised Code. Where Federal prevailing wage rates apply the successful Bidder and all of its subcontractors, regardless of tier, will strictly comply with its obligation to pay a rate of wages on the Project not less than the rate of wages fixed for this Project under the applicable Federal law. See **Appendix B**.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property (public or private) at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury,

or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the City of Gahanna Standard General Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

K. Contractor shall keep at the Site at all times during the progress of the Work a competent person to comply with OSHA trenching and excavation requirements. The competent person shall be one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions that are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act, without special instructions or direction, to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency or are required as a result of Contractor's response to an emergency. If the Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

However, the Contractor acknowledges and agrees that any action taken by the Ohio Director of Health or any other government agency with respect to an ongoing or newly determined pandemic does not constitute an "emergency" under this Paragraph.

Nothing in this section will be construed as relieving Contractor from the cost and responsibility for emergencies covered hereby, which with normal diligence, planning and the close supervision of the Work, as required under the Contract, could not have been foreseen or prevented.

Contractor will provide Owner a list of names and telephone numbers of the designated employees for each Subcontractor to be contacted in case of emergency during non-working hours. A copy of the list will also be displayed at the jobsite.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications in a format, electronic or otherwise, designated by the Owner.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor

proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within sixty (60) days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within thirty (30) days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract

Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;
2. Recommendation by Engineer or payment by Owner of any progress or final payment;
3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. Use or occupancy of the Work or any part thereof by Owner;
5. Any review and approval of a Shop Drawing or Sample submittal;
6. The issuance of a notice of acceptability by Engineer;
7. The end of the correction period established in Paragraph 15.08;
8. Any inspection, test, or approval by others; or
9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

F. Upon final payment, the Contractor must assign and transfer to Owner all guarantees, warranties, and agreements from and with all contractors, subcontractors, vendors, suppliers, and manufacturers regarding their performance, quality of workmanship, or quality of materials supplied in connection with the work. Contractor represents and warrants that all such guarantees, warranties, and agreements will be in place and enforceable by the Owner in accordance with their terms. The Owner, however, will not assume through any assignment or transfer required under this subparagraph any of the Contractor's payment obligation to any entity.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly

employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

D. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

E. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

F. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by

Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the City of Gahanna Standard General Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the City of Gahanna Standard General Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then

Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within five(5) business days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

   1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

   2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless the Owner, Engineer and their agents and assigns.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these City of Gahanna Standard General Conditions, Owner shall issue all communications to Contractor through Engineer or the Resident Project Representative.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Payments to Contractor shall be as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform and inspect the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. The Owner shall provide the Contractor with a certificate from its fiscal officer as to the availability of funds.

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The Engineer's duties and responsibilities during the construction period are in addition to the duties and responsibilities of the Owner's Representative, as reference in the Agreement. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract. Documents will not be changed without written consent of Owner and Engineer.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. Owner may furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the City of Gahanna Standard General Conditions, and limitations on the responsibilities thereof will be as provided in the City of Gahanna Standard General Conditions and in Paragraph 10.07.

B. If Owner designates a representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual will be subject to the Contract Documents,

specifically including the requirement in the Agreement that any Change Order or other Modification be authorized by the Owner.

C. The Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitutions of materials or equipment, unless authorized by the Owner.

2. Undertake any of the responsibilities of Contractor, Subcontractor or Contractor's superintendent.

3. Advise on issues directives relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.

4. Advise on, issues directives regarding, or assume control over, safety precautions and programs in connection with the Work.

5. Accept shop drawing or sample submittals from anyone other than Contractor.

6. Exceed limitations of Engineers' authority as set forth in the Contract Documents.

7. Authorize owner to occupy the Project in whole or in part.

8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

B. Unit Price Work for which a typical cross section or other detail from the Contract Documents applies shall be paid only up to the quantity determined by using the dimensions provided in the typical cross section or other detail. By way of example, this provision means that if a typical trench width detail in the Drawings shows a maximum width of 30-inches, all pay quantities associated with the actual work of constructing the detail shall be calculated using a trench width not greater than 30-inches. This means that the actual pay quantity could also be less than that based upon a 30-inch wide trench, if the actual trench width is smaller and otherwise in conformance with the Contract Documents, but the Contractor would not be paid more if the actual trench width exceeds 30 inches. Contractor is responsible for determining what actual trench width may be required due to field conditions and applicable laws and regulations existing at the time of its bid.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, without limitation, all direct and indirect costs associated with such change and any and all adjustments to the Contract Price and Contract Times, unless the Contractor submits a Change Proposal and Claim in accordance with the Contract Documents.

C. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contact Price or Contract Times, or both, that should be allowed as a Work Change Directive, a Claim by be made therefor as provided in Article 12.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than thirty (30) days after the completion of the Work set out in the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Claim as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

D. Should the Contractor conclude that an unsafe condition exists, Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, and Engineer in writing. Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a third-party to verify the presence or absence of the unsafe condition reported by the Contractor and, in the event such condition is found to be present, to cause it to be rendered harmless. If such third-party determines that a hazardous condition exists, the costs of such third-party along with the costs of rendering the condition harmless shall be at the Owner's expense. If such third-party determines that a hazardous or unsafe condition does not exist, the costs of the third-party shall be at the Contractor's expense, provided such unsafe condition was not caused by the Contractor or any of its consultants, subcontractors or suppliers, of any tier. Work in the affected area shall be resumed immediately following the occurrence of any one of the following events: (I) the Owner causes remedial work to be performed that results in the hazardous condition being rendered harmless; or (ii) the Owner and the Contractor, by written agreement, decide to resume

performance of the Work; or (iii) the Work may safely and lawfully proceed using appropriate protective measures, as determined by a competent person employed by the Owner.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

B. Contractor shall not proceed with any change in the Work without the appropriate written authorization. The Contractor's failure to obtain prior written authorization for a change in the Work shall constitute a waiver by the Contractor of an adjustment to the Contract Price or Contract Time for the related Work.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows, and is the maximum total allowable amount:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be fifteen (15) percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be five (5) percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of fifteen (15) percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that

actually performs the Work, a fee of five (5) percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than twenty-seven (27) percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.07.C.2.a through 11.07.C.2.e.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than five (5) business days) after the start of the event giving rise thereto, or after such initial decision. The Contractor's obligation to deliver a fully completed Change Proposal within such five (5) business-day period is a material term of the Contract Documents and provides the Owner with the opportunity to mitigate its damages. Failure to provide a written Change Proposal within the time period specified herein shall constitute a waiver by the Contractor of its rights to an adjustment to the Contract Time or Contract Price for the Work that is the subject matter of the Change Proposal. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within five (5) business days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding

the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action:* Engineer will review each Change Proposal and, within ten (10) business days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within ten (10) business days, then the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Claim after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change, and the surety shall be obligated, with respect to any change, regardless of any failure to provide notice to the surety of any such change. Failure to provide notice to the surety of any such change shall not exonerate the surety from its obligations under the bond.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The Contractor shall deliver its claim directly to the Owner promptly (but in no event later than ten (10) days) after the start of the event giving rise thereto;

in the case of appeals regarding Change Proposals within ten (10) days of the decision under appeal. The Contractor shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. For each Claim the Contractor shall deliver a fully completed Statement of Claim Form, a copy of which form is a Contract Document, to the Engineer and the Owner. The Contractor shall be responsible for substantiating its Claim. The Contractor's failure to deliver a fully completed Statement of Claim form in accordance with this Agreement shall be an irrevocable waiver of the Contractor's right to any form of additional compensation, be it in time or money, arising out of the claim or the circumstances underlying the Claim. The Contractor's obligation to deliver a fully completed Statement of Claim within such ten (10)-day period is a material term of the Contract Documents and provides the Owner with the opportunity to mitigate its damages

C. Failure to provide written notice of a Claim as specified herein shall constitute a waiver by the Contractor of any Claim for adjustment to the Contract Time or Contract Price.

   1. *False or Fraudulent Claim*. The Contractor shall not knowingly present or cause to be presented to the Owner a false or fraudulent Claim. Knowingly shall have the same meaning as in Section 3729(b) USC of the Federal False Claims Act. If the Contractor knowingly presents or causes to be presented a false or fraudulent Claim, then the Contractor shall be liable to the Owner for the same civil penalty and damages as the United States Government would be entitled to recover under such Section 3729(a) USC and shall also indemnify and hold the Owner harmless from all costs and expenses, including Owner's attorneys' and consultants' fees and expenses incurred in investigating and defending against such Claim and in pursuing the collection of such penalty, damages and fees and expenses.

   2. *Claim Documentation:* Within ten (10) days of written request from the Owner, Contractor shall make available to Owner or its representative any books, records, or other documents in its possession or to which it has access, including but not limited to Contractor's daily logs/reports, original estimates of Work and applicable agreements, correspondence with subcontractors and suppliers, internal correspondence (including e-mail), accounting records, and other information from which the Contractor's costs may be derived. To the extent permitted by law, the Owner shall keep the Project accounting records and estimate for the Project confidential. As requested by the Owner, the Contractor shall provide such documents and information in paper copies and/or computer format (including the format of the Contractor's accounting software and/or ASCII format). The Contractor's provision of the requested documents and information shall be a condition precedent to any further proceeding under the Contract Documents or to payment of an Application for Payment

D. Failure to provide the requested documents shall be a material breach of the Contract, and Contractor shall indemnify Owner for all of Owner's costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to Contractor's failure to comply with this provision. If the Contractor fails to provide the requested documents, the Contractor shall be precluded from presenting such documents in any subsequent dispute resolution proceedings, if the data was reasonably available at the time of the request.

C. *Review and Resolution*: Engineer will review each Claim from Contractor and, withing fourteen (14) calendar days after receipt of the Statement of the Claim Form, take one of the following actions in writing: 1) Deny the Claim in whole or in part; 2) approve the Claim; or 3) notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial. In the even the Engineer does not take action on a Claim within said fourteen (14) calendar days, the Claim shall be denied.

D. *Mediation*

1. Any claim not resolved through direct negotiation of the parties, within thirty (30) days of the date of the claim, shall be subject to mediation.

2. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. Any Claim not resolved through mediation shall be subject to the procedure set forth in Article 17 for the final resolution of disputes.

F. Final and Binding Results: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

G. IN THE EVENT THAT CONTRACTOR FILES A CLAIM OR FILES AN ACTION AGAINST OWNER, OWNER SHALL BE ENTITLED TO MAKE AN OFFER OF SETTLEMENT OF THE CLAIM TO CONTRACTOR AT ANY TIME UP TO THE DATE OF TRIAL. SUCH OFFER OF SETTLEMENT SHALL NOT BE ADMISSIBLE INTO EVIDENCE AT THE LITIGATION EXCEPT ON THE ISSUE OF ENTITLEMENT TO RECOVERY OF ATTORNEYS' FEES, COSTS, AND EXPENSES. IF AT ANY STAGE OF THE LITIGATION, INCLUDING ANY APPEALS, CONTRACTOR'S CLAIM IS DISMISSED OR FOUND TO BE WITHOUT MERIT, OR IF THE DAMAGES AWARDED TO CONTRACTOR ON ITS CLAIM DO NOT EXCEED OWNER'S OFFER OF SETTLEMENT, CONTRACTOR SHALL BE LIABLE TO OWNER AND SHALL REIMBURSE OWNER FOR ALL ATTORNEYS FEES, COSTS AND EXPENSES INCURRED BY OWNER FROM THE DATE OF THE OFFER OF SETTLEMENT UNTIL THE DATE OF THE FINAL ADJUDICATION AND RESOLUTION OF CONTRACTOR'S CLAIM.

ARTICLE 13—COST OF THE WORK; ALLOWANCES

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market

value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the City of Gahanna Standard General Conditions. An hourly rate will be computed by dividing the monthly rates by one-hundred seventy-six (176). These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work. Costs for equipment and machinery owned by Contractor for which Contractor is seeking monetary compensation due to the equipment and machinery being idled through no cause of the Contractor will be paid at half-rate.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations. This provision shall not be interpreted to mean taxes levied against the Contractor as a result of the type of commercial activity the Contractor engages in as defined in Ohio Revised Code Section 5751.02 or any other taxes levied against the Contractor and directly attributable to the Contractor's business activities.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in

connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.07.C.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will

establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. Within thirty (30) days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in contract price as a result of having incurred additional expense or owner believes that owner is entitled to a decrease in contract price, and the parties are unable to agree as to the amount of any such increase or decrease.

4. Where unit prices are requested in the Bid Form for a Prime Contract on which the Bidder submits a bid, the Bidder should quote a unit price. Unless otherwise expressly provided in the Bid Documents, such unit prices shall include all labor, materials, and services necessary for the timely and proper installation of the item for which the unit prices are requested. The unit prices quoted in the bid shall be the basis for any Change Orders entered into under the Owner-Contractor Agreement, unless the Design Professional determines that the use of such unit prices will cause substantial inequity to either the Contractor or the Owner.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK.

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. All Work is subject to testing to indicate compliance with the Contract Documents requirements. Duplicate copies of test results required shall be submitted to the Engineer. Testing laboratories used by Contractor are subject to the approval of Owner. Tests and inspection of work may be conducted by Owner or an independent laboratory employed by Owner. Tests may also be performed in the field by Engineer as a basis for acceptance of the Work. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests. Samples required for testing shall be furnished by Contractor at no cost to Owner. In the even that completed Work does not conform to specification requirements during the initial test, the Work shall be corrected and retested for conformance. The Entire cost of retesting completed Work shall be borne

by the Contractor. This shall include the extra cost for inspection to Owner which will be deducted from the final amount due the Contractor.

B. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

C. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer. Tests required by the Contract Documents to be performed by Contractor that require test certificates to be submitted to Owner and Engineer for acceptance shall be made by an independent testing laboratory or agency licensed or certified in accordance with the Laws and Regulations and applicable state and local statutes. In the event state license or certification is not required, testing laboratories or agencies shall meet the following applicable requirements:

a. Recommended Requirements for Independent Laboratory Qualification, published by the American Council of Independent Laboratories.

b. Basic requirements of ASTM E329, Standard Specifications for Agencies Engaged in the Testing and/or Inspection of Materials used in Construction as appliable; or

c. Calibrate testing equipment at reasonable intervals by devices of accuracy traceable to with the National Institute of Standards an Technology or accepted values of natural physical constants.

D. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work and so as to not delay the Project, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Owner or Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective. Excessive cost or delay caused by defective Work performed by the Contractor shall not be an excuse for lack of correction, removal or replacement as directed by the Owner.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitrator or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to Engineer's recommendation of final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within thirty (30) days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, fails to comply with any requirements of the Contract Documents, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within two (2) business days (or such longer time as may be stated in the Notice) of a written notice from the Owner or Engineer to correct, or take reasonable steps to commence to correct, defective Work, or to remove and replace, or take responsible steps to commence to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven (7) days written notice to Contractor, correct or remedy any such deficiency. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor all the costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute the Change Orders provided for in this Paragraph.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. Basis for Progress Payments: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period. The Engineer-approved version of the Application for Payment form, which includes information on completed Schedule of Values items, is to be used by the Contractor when making an Application for Progress Payment.

B. Applications for Payments:

1. Not more often than once every thirty (30) days, Contractor shall submit to Engineer for review an Application for Payment (including a Schedule of Values described in Paragraph 2.05.A of the Modified General Conditions) filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by a properly completed Contractor's Payment Application Checklist, all the documentation required to be submitted with such Checklist, and any other supporting documentation required by the Contract Documents or by the Engineer. The Application for Payment will be in the form and submitted with the

number of copies of it and all related documents as required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include a) a Waiver and Release Agreement for itself and a Subcontractors – Suppliers Waiver and Release Agreement for each of its subcontractors, and b) a Contractor's Affidavit with List of Subcontractors and Suppliers with Amounts Withheld.

3. The amount of retainage with respect to payments will be in accordance with City of Gahanna Code Section 133.02 B (3). The Owner and the Contractor agree that there shall be no escrow account required in connection with the Project; nor, shall retainage earn interest.

4. The amount of retainage with respect to progress payments will be in accordance with City of Gahanna Code Section 133.02 B (3). The Owner may hold retainage up to one year past the project completion date should the Owner determine that the Contractor has not met the contract requirements.

C. *Review of Applications*

1. Engineer will, within ten (10) business days after receipt and acceptance of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
    a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
    b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
    a. to supervise, direct, or control the Work;
    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
    a. the Work is defective, requiring correction or replacement;
    b. the Contract Price has been reduced by Change Orders;
    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
    f. The Contractor is in default of any other Agreement it has with the Owner.

D. *Payment Becomes Due*

1. Unless otherwise noted herein ten (10) business days after presentation of the Application for Payment, the Payment Application Checklist, and all required documentation to Owner with Engineer's recommendation and the approval of any agencies and/or lenders, the amount recommended and approved will (subject to

the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

2. If an agency other than the Owner is responsible for processing and providing the payment, fourteen (14) calendar days after presentation of the Application for Payment to the Owner with Engineer's recommendation, the Owner shall submit the Application of Payment to the appropriate agency responsible for processing and providing the payment due to the Contractor. The Contractor indemnifies and waives all claims against the Owner concerning the timeliness of payments following the Owner's submission of the Application of Payment to the agency responsible for processing and providing the payment.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

   a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

   b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with existing infrastructure, public or private property or other work at or adjacent to the Site;

   c. Contractor has failed to provide and maintain required bonds or insurance;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

   e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

   f. The Work is defective, requiring correction or replacement;

   g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   h. The Contract Price has been reduced by Change Orders;

   I. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

   j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

   k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

   l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven (7) calendar days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment. A draft of punch list items will not be issued until the Engineer certifies, at their sole discretion, that the project is substantially complete.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven (7) calendar days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within fourteen (14) calendar days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said fourteen (14) calendar days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work

under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

G. *Time for Completion of Items on Tentative List and Remedies.* The time fixed by the Engineer for the completion of all items on the list accompanying the tentative certificate of Substantial Completion shall not be greater than forty-five (45) days. The Contractor shall complete all items on the list within such forty-five (45)-day period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged to the Contractor. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute a Change Order deducting such cost from the balance of the Contract Price and also any additional costs or expenses incurred by the Owner arising out of or related to the failure of the Contractor to complete such items, including but not limited to attorneys', consultants', and Engineer's fees. The Contractor's warranties under the Contract Documents shall remain in full force and effect and cover any remedial Work, even if performed by others. If more than one inspection by the Engineer for purposes of evaluating corrected Work is required, it will be performed at the Contractor's expense.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification

of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

B. Owner may at any time request Contractor in writing to permit Owner to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer, and within a reasonable time thereafter, Owner, Contractor, and Engineer shall inspect that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. Contractor's Waiver and Release Agreement for itself as of the date of the Final Application for Payment and Subcontractors – Suppliers Waiver and Release Agreements for each of its Subcontractors and Suppliers as of the date of the Final Application for Payment. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

4. If Contractor is required to pay prevailing wages, prior to final payment and in accordance with ORC 4115.05, Contractor and its Subcontractors shall each file with Owner an affidavit certifying their compliance with ORC 4115.03 to ORC 4115.16 regarding wages.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten (10) days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

D. *Final Payment Becomes Due*: Thirty (30) days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor..

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 Correction Period.

A. If within two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the City of Gahanna Standard General Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.,.

C. If, after receipt of a notice of defect within sixty (60) days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within ten (10) days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within thirty (30) days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than thirty (30) days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) three (3) days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

3. such termination shall be effective as of the date stated in the termination notice provided to Contractor.

C. If Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven (7) calendar days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G.

16.03 *Owner May Terminate for Convenience*

A. Upon three (3) calendar days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including compensation as set forth in the schedule of values or Bid Form in the case of unit prices;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

C. Such termination shall be effective as of the date stated in the written notice.

D. Contractor shall require similar provisions contained in Paragraph 16.03 in each of its subcontracts to protect Contractor from claims by Subcontractor arising from the Owner's termination for convenience, or to minimize claims by such subcontractors. The remedy provided to Contractor under this Paragraph 16.03 shall be the Contractor's sole remedy in the event of termination for convenience by Owner.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than ninety (90) calendar days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within thirty (30) days after it is submitted, or (3) Owner fails for thirty (30) calendar days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven (7) calendar days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within thirty (30) calendar days after it is submitted and accepted, or Owner has failed for thirty (30) calendar days to pay Contractor any sum finally determined to be due, Contractor may, seven (7) calendar days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

C. Contractor shall require similar provisions contained in this Article 16 in each of its subcontracts to protect Contractor from claims by Subcontractors arising from the Owner's termination for convenience, or to minimize claims by such subcontractors. The remedy provided to Contractor under this Paragraph shall be the Contractor's sole remedy in the event of termination for convenience by Owner.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. Litigation, Settlement, Methods, and Procedures.

1. Any dispute, claim or other matter not settled by negotiation or mediation, shall be determined by the Court of Common Pleas for Franklin County, Ohio, which shall be the exclusive venue and jurisdiction over such matters and claims, to the exclusion of any other court including and U.S. District Court.

2. In addition to Owner's entitle to attorneys' fees set forth elsewhere in the Contract Documents, in the event that Contractor files a Claim or files an action against Owner, Owner shall be entitled to make an offer of settlement of the Claim to Contractor at any time up to the date of trial. Such offer of settlement shall not be admissible into evidence at the litigation except on the issue of entitlement to recovery of attorneys' fees, costs and expenses. If at any state of the litigation, including any appeals, Contractor's claim is dismissed or found to be without merit, or if the damages awarded to Contractor on its claim do not exceed Owner's offer of settlement, contractor shall be liable to Owner and shall reimburse Owner for all attorneys' fees, costs, and

expenses incurred by Owner from the date of the offer of settlement until the date of the final adjudication and resolution of Contractor's claim.

3. ANY CLAIM NOT RESOLVED BY MEDIATION OR WITHIN SIXTY (60) DAYS OF THE DATE OF THE CLAIM SHALL BE SUBJECT TO LITIGATION.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

B. The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes but is not limited to:

1. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, loss of bonding capacity and for loss of profit except anticipated profit arising directly from the Work.

C. The waiver in Paragraph 18.04(B) is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of the Contract. Nothing contained in this Paragraph 18.04 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the State of Ohio.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

ARTICLE 19.0 -- EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION:

Non-Discrimination – Contractor Agrees:

1. That the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of eit4her of them, shall by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
2. That neither the Contractor, subcontractor, nor any person acting on behalf of either of them shall, in any matter, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
3. That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars ($25.00) as required by the Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
4. That this Agreement may be canceled or terminated by the Owner for cause and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

CITY OF COLUMBUS CONSTRUCTION AND MATERIAL SPECIFICATIONS SUPPLEMENT

This Supplement shall apply where and to the extent that the City of Columbus Construction and Material Specifications, in the current version as of July 1, 2025 is expressly incorporated into the Contract Documents via the Owner-Contractor Agreement, or when designated as a Contract Document in the list of Contract Documents in the Owner-Contractor Agreement or is referenced anywhere else in the Contract Documents as one of the Contract Documents. It is intended that the Specifications governing this project (and any Bid requirements and conditions) and any City of Columbus specifications or references to the Ohio Revised Code as set forth herein, and any attachments(s) or documents incorporated by reference herein, be construed harmoniously wherever possible in order to carry out the full intent and purposes of the City of Gahanna with respect to this project. But if there is a conflict or inconsistency between any provisions(s) of the City of Columbus specifications or references to the Ohio Revised Code and those contained herein, the provisions(s) granting rights, remedies, discretion and/or latitude to the City of Gahanna, or imposing the greater duty, standard, responsibility and/or obligation on the Contractor shall govern.

1. Regardless of any terms to the contrary in Division 100 or elsewhere, any directions or orders of the Engineer that will result in an adjustment of the Contract Price or the Contract Time shall require the prior written approval of the Owner. It is expressly understood and agreed that the Engineer does not have authority to authorize changes or modifications in the Contract Price or Contract Time.

2. The Contractor's obligations under this Supplement are in addition to and not in limitation of its other obligations under the Contract Documents.

3. **Delays.** Regardless of the terms in this Supplement, all time adjustments shall be subject to a) filing a Change Proposal and / or Claim in accordance with Articles 11 and 12 of the Gahanna Standard General Conditions of the Contract for Construction Gahanna Standard General Conditions, b) substantiating the Contractor's entitlement to a time adjustment in accordance with the Modified Standard General Conditions and c) Item 109.05(c). The Contractor will be entitled to additional compensation for delays but only for those delays described in the Modified Standard General Conditions. As part of the Claims process and as a condition precedent to receiving any additional compensation, the Contractor shall prepare a cost analysis as allowed by Item 109.05(c) substantiating its entitlement to additional compensation.

4. **Division 100, General Provisions**. The following Division 100 General Provisions of City of Columbus Construction and Material Specifications, in the current version as of July 1, 2025, are incorporated in this Supplement, subject to any changes or limitations herein.

    a. Item 101.02, Abbreviations.

b. Item 101.03, Definitions, provided where terms that are defined in the other Contract Documents, the definition in the other Contract Documents shall control, and further provided that the following definitions are deleted, modified and/or added:

   i. "City" shall mean City of Gahanna.
   ii. Director shall mean the Director of Engineering for the City.
   iii. Department is deleted.
   iv. Engineer shall mean Design Professional as established in the bid package documents.
   v. Notice of Intent to Award is deleted.
   vi. "Owner" shall mean City of Gahanna.
   vii. Proposal Form is deleted.
   viii. Director shall mean the Owner's Representative.
   ix. "Engineer" shall mean Owner's Representative.
   x. Laboratory is deleted.
   xi. Proposal Guaranty is deleted.
   xii. Subcontractor is deleted.
   xiii. Work is deleted.

c. Item 103.03, Cancellation of Award.

d. Item 104.05, Right In and Use of Materials Found on the Work.

e. Item 104.07, Final Cleaning Up.

f. Item 105.02, Plans and Working Drawings, provided that the review of submittals may be by the Owner or the Engineer in the Owner's discretion.

g. Item 105.10 Photographs and Videos.

h. Item 105.11, Inspection of Work.

i. Item 105.12, Removal of Unacceptable and Unauthorized Work.

j. Item 105.13, Load Restrictions.

k. Item 105.14, Maintenance During Construction.

l. Item 105.15, Failure to Maintain Roadway or Structures, Traffic Control Facilities and Other Appurtenance.

m. Item 105.16, Borrow and Waste Areas.

n. Item 106.01, Source of Supply and Quality Requirements.

o. Item 106.02, Samples, Tests and Cited Specifications, provided that this Item will be optional at the discretion of the Owner. If the Owner elects to proceed under this Item, a) the Contractor without additional cost will provide material samples as required by the Owner, and b) the Owner may conduct such tests as it determines proper.

p. Item 106.04, Plant Inspection.

q. Item 106.05, Storage of Materials.

r. Item 106.06, Handling Materials.

s. Item 106.07, Unacceptable Materials.

t. Item 106.08, City Furnished Material.

u. Item 107.01, Laws to be Observed.

v. Item 107.02, Permits, Licenses, and Taxes.

w. Item 107.03, Patented Devices, Materials, and Processes.

x. Item 107.05, Federal-Aid Provisions.

y. Item 107.06, Sanitary Provisions.

z. Item 107.07, Public Convenience and Safety.

aa. Item 107.08, Barricades and Warning Signs.

bb. Item 107.09, Maintenance of Traffic.

cc. Item 107.10, Use of Explosives, provided that both bringing explosives onto the site and any use of explosives shall require the prior written approval of the Owner.

dd. Item 107.11, Protection and Restoration of Property, provided that the Contractor shall remain responsible for all damage and injury to property until the Project is Finally Complete.

ee. Item 107.13, Responsibility for Damage Claims.

ff. Item 107.16, Contractor's Responsibility for Work.

gg. Item 107.17, Contractor's Responsibility for Utility Property and Services.

hh. Item 107.18, Furnishing Right-of-Way.

ii. Item 107.19, Personal Liability of Public Officials.

jj. Item 107.20, No Waiver of Legal Rights.

kk. Item 107.24, Indemnification.

ll. Item 108.01, Subletting of Contract.

mm. Item 108.04, Limitation of Operations.

nn. Item 108.05, Character of Workers, Methods, and Equipment.

oo. Item 108.09, Certified Payroll.

pp. Item 109.01, Measurement of Quantities, provided that this item will apply only where payment is to be based on the measurement of quantities.

qq. Item 109.04, Compensation for Altered Quantities.

5. **Divisions 200 through 1000**. City of Columbus Construction and Material Specifications, in the current version as of July 1, 2025, are incorporated in this Supplement as follows.

    a. All references to Division 100 Items in Divisions 200 through 1000 shall be to the Division 100 Items as modified in this Supplement.

b. Where Division 100 Items are referred to in Divisions 200 through 1000 but are not included in this Supplement, the deleted references will be governed by this Paragraph 5.

c. In Item 203.04, the reference to Item 108.06 shall be governed by Paragraph 3, Delays, in this Supplement.

d. Any reference to Section 109.05 shall be governed by the payment provisions in the Modified Standard General Conditions, instead.

e. In Item 514.24, the reference to Item 109.10 shall be governed by the payment provisions in the Modified Standard General Conditions.

f. In Item 614.02(B), the reference to item 109.11 or 109.12 shall be governed by the payment provisions in the Modified Standard General Conditions, i.e., the Owner will process and make payments in accordance with the provisions in the Modified Standard General Conditions.

g. General to Divisions 200 through 1000. The basis for payment provided in the Basis for Payment items in these Divisions shall be the basis for payment to the Contractor when applicable.

END OF COLUMBUS CMS SUPPLEMENT