City of Gahanna

200 South Hamilton
Road
Gahanna, Ohio 43230

Signature

Ordinance: ORD-0011-2026

File Number: ORD-0011-2026

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH VISU-SEWER OF OHIO, LLC FOR THE 2026 SANITARY AND STORM SEWER CLEANING PROJECT; WAIVING SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, the City is required to annually televise and inspect portions of its sanitary and storm sewer infrastructure in accordance with its agreement with the City of Columbus in order to evaluate system condition and identify areas of concern; and

WHEREAS, the 2026 Sanitary and Storm Sewer CCTV Project (SS-CM-02 & SW-CM-02) will include cleaning and camera inspection of sanitary and storm sewer lines within the College Park and Heritage subdivisions; and

WHEREAS, bids for said project were opened and reviewed on March 10, 2026, with three (3) bids received; and

WHEREAS, City staff evaluated the bids based on cost, responsiveness, and responsibility, including the bidder's experience, capacity, and past performance; and

WHEREAS, Visu-Sewer of Ohio, LLC was determined to be the lowest responsive and responsible bidder with a bid amount of Three Hundred Sixty-Two Thousand One Hundred Twenty-Three Dollars and Sixty-Five Cents ($362,123.65); and

WHEREAS, the total project cost including a ten percent (10%) contingency is Three Hundred Ninety-Eight Thousand Three Hundred Thirty-Six Dollars and Two Cents ($398,336.02); and

WHEREAS, funding for this project has been previously appropriated in the 2026 Capital Budget; and

WHEREAS, the project will be administered and inspected by City Engineering staff and does not require an additional professional services contract; and

WHEREAS, the Administration recommends passage of this Ordinance as an emergency measure necessary for the immediate preservation of public peace, property, health, safety, and welfare; to wit: ensuring the timely coordination and oversight of this critical infrastructure project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GAHANNA, COUNTY OF FRANKLIN, STATE OF OHIO:

Section 1. That the Mayor is hereby authorized and directed to enter into a contract with Visu-Sewer of Ohio, LLC, 6508 Taylor Road SW, Reynoldsburg, Ohio 43068, for the 2026 Sanitary and Storm Sewer Cleaning Project (SS-CM-02 & SW-CM-02), as set forth in EXHIBIT A, in an amount not to exceed Three Hundred Ninety-Eight Thousand Three Hundred Thirty-Six Dollars and Two Cents ($398,336.02), which includes a ten percent (10%) contingency.

Section 2. That the Finance Director is hereby authorized to make payment for said contract from previously appropriated funds as follows:
63111000-5500: $156,782.45
66211000-5500: $241,553.57

Section 3. For the reasons set forth in the preamble above, this Ordinance is declared an emergency measure which shall be in full force and effect immediately upon passage by this Council and on the date of signature of approval by the Mayor.

At a regular meeting of the City Council on April 6, 2026, a motion was made by Renner, *seconded by* Bowers, *that the Second Reading be waived. The vote was as follows:*

Ms. Bowers, yes; *Ms. Jones,* yes; *Ms. McGregor,* yes; *Ms. Padova,* yes; *Mr. Renner,* yes; *Mr. Schnetzer,* yes; *Mr. Weaver,* yes.

A motion was made by Jones, *seconded by* Padova, *that the Ordinance be Adopted as an Emergency. The vote was as follows:*

Ms. Bowers, yes; *Ms. Jones,* yes; *Ms. McGregor,* yes; *Ms. Padova,* yes; *Mr. Renner,* yes; *Mr. Schnetzer,* yes; *Mr. Weaver,* yes.

President _____ **Date** 4/6/26
Trenton I. Weaver

Attest by _____ **Date** 4/6/2026
Jeremy A. VanMeter
Clerk of Council

Approved by the Mayor _____ **Date** 4.6.2026
Laurie A. Jadwin

Approved as to Form _____ **Date** 4/6/26
Priya D. Tamilarasan
City Attorney

ORD-0011-2026
EXHIBIT A

Gahanna

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

INVITATION FOR BID

CCTV AND SANITARY SEWER CLEANING PROJECT

BID OPENING DATE: MARCH 10, 2026 AT 11:00AM, LOCAL TIME

Visu-Sewer of Ohio, LLC
6508 Taylor Road, SW
Reynoldsburg, OH 43068

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NOTICE TO BIDDERS

Sealed bids will be received by the City of Gahanna, Ohio ("Owner") until 11 am, local time, on March 10, 2026, through the Owner's electronic bidding system for all labor, material, and services necessary for the CCTV and Sanitary Sewer Cleaning 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). The last day for questions is February 20, 2026 at 11 am.

Engineer's Estimate: $225,898.37

The Owner utilizes an online electronic bidding system through Bid Express 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 Bid Express 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 CCTV and Sanitary Sewer Cleaning including all labor, materials, and equipment necessary to complete the project. Deliverables will include reports, CCTV footage, and GIS condition ratings linked to the camera footage. It is anticipated that the completion of all CCTV, sewer inspection, and cleaning will occur within nine (9) months.

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 A. Boyer, PE
Senior Utility Engineer

Advertise: February 4, & February 11,2026

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 **11:00AM** (local time) on **March 10, 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: Fishbeck 1 East Campus View Boulevard, Suite 310 Columbus, Ohio 43235 Phone: 614.363.1001 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: Brenda VanCleave, bvancleave@fishbeck.com
The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for the **CCTV and Sanitary Sewer Cleaning Project.** (the "Project").
The Date for Substantial Completion is:9 months
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: $225,898.37**
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.

A. BIDDER'S PLEDGE AND AGREEMENT
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W. FEDERAL FUNDING
X. OHIO PUBLIC WORKS COMMISSION FUNDING

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

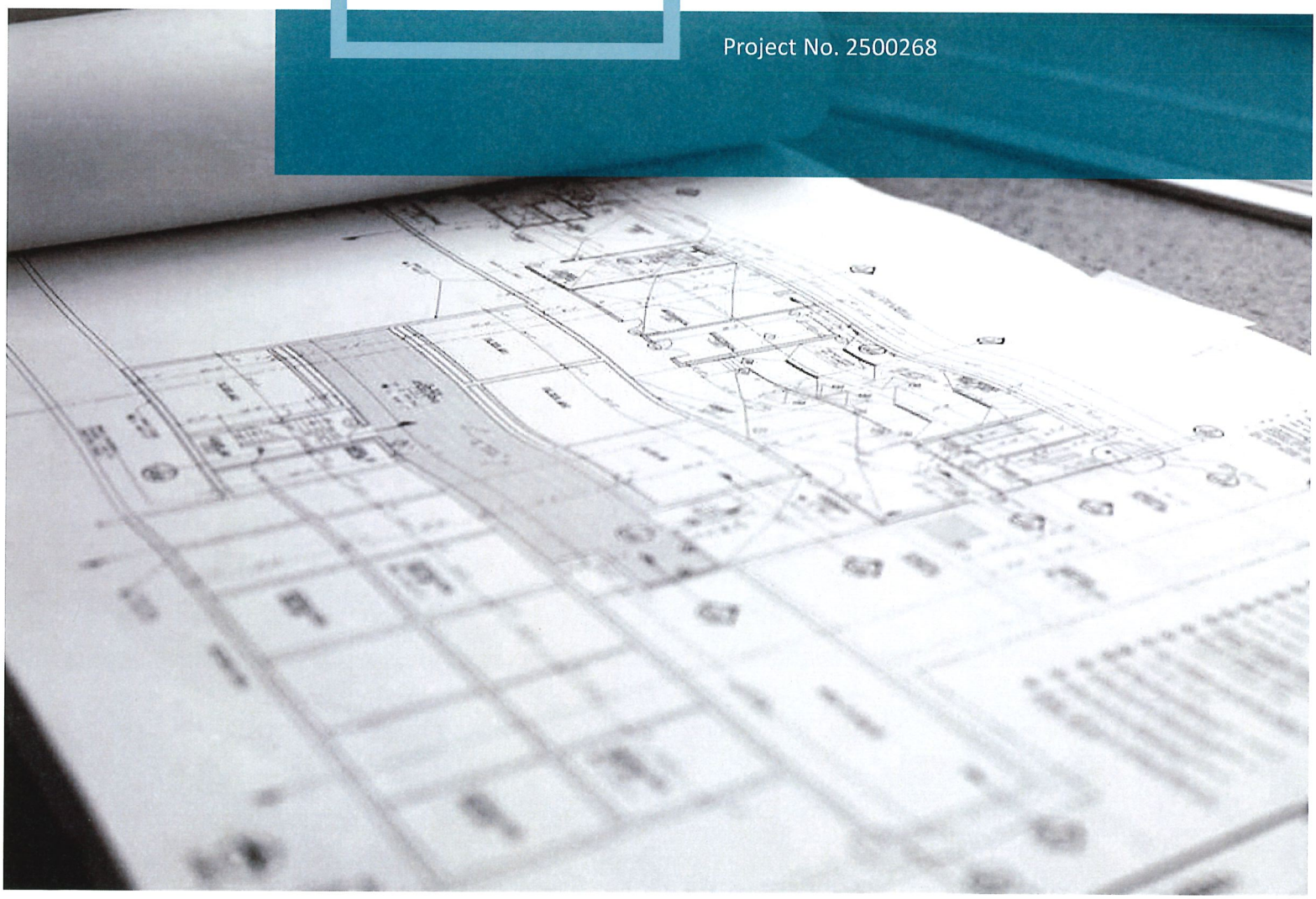
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Engineers | Architects | Scientists | Constructors

Technical Specifications

City of Gahanna
2025 Sanitary and Storm CCTV and Cleaning

Project No. 2500268



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TECHNICAL SPECIFICATIONS
FOR
CITY OF GAHANNA

2025 SANITARY AND STORM CCTV AND CLEANING

October 7, 2025
Project Number 2500899

ENGINEER

FISHBECK
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SECTION 01 11 00 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work covered by the Contract Documents comprises cleaning, CCTV and inspection services in the Heritage/College Park subdivisions for the City of Gahanna, Owner.

B. The Work includes the following major items:
   1. Provide Maintenance of Traffic for all equipment, material, and operations.
   2. Provide flow control and/or bypass pumping, as needed, to conduct inspection services.
   3. Inspect (CCTV) existing sanitary sewers, approximately 28,874 LF.
   4. Inspect (CCTV) existing storm sewers, approximately 14,110 LF.
   5. Prepare and submit inspection logs and CCTV videos for all reaches of sewer, documenting all pertinent information per the specifications.
   6. Provide for pipe cleaning services.
   7. Provide any turf restoration and/or site clean-up as necessary due to inspection operations and pipe cleaning.

C. Drawings and Specifications:
   1. Figure 1 shows the extents of the Work within the Heritage/College Park subdivisions.
   2. Tables 1 and 2 provides the structure names, pipe size, and pipe length included in the sanitary sewer Work and the storm sewer Work, respectfully.

1.3 TYPE OF CONTRACT

A. Construct the Work of this Contract under a unit price Contract.

1.4 GENERAL

A. Imperative Language: These Specifications (Divisions 01 through 49) are written in the imperative and abbreviated form. This imperative language of the technical specifications is directed at Contractor unless specifically noted otherwise. Incomplete sentences shall be completed by inserting "shall", "shall be" and similar mandatory phrases by inference in the same manner as they are applied to notes on Drawings. The words "shall", "shall be" and similar mandatory phrases shall be supplied by inference where a colon (:) is used within sentences or phrases. Except as worded to the contrary, fulfill (perform) all indicated requirements whether stated in the imperative or otherwise.

B. Related Sections: Some Sections of these Specifications (Divisions 01 through 49) may include a paragraph titled "Related Sections". This paragraph is an aid to the Project Manual user and is not intended to include all Sections which may be related. It is Contractor's obligation to coordinate all Sections whether indicated under "Related Sections" or not.

C. Reference to the General Conditions: In Divisions 01 through 49, a reference to the General Conditions includes by inference all amendments or supplements in the Supplementary Conditions.

1.5 OWNER FURNISHED MATERIAL

A. Products furnished and paid for by Owner:
   1. None.

1.6 WORK BY OWNER

A. The following items will be furnished and installed by Owner:
   1. None.

B. Coordinate the schedule of work by Owner with Owner.

C. Cooperate with Owner.

1.7 WORK UNDER OTHER CONTRACTS

A. Owner has awarded a Contract for furnishing and installation of the following work:
   1. None.

1.8 CONTRACTOR USE OF PREMISES

A. Limit use of premises to allow for public access (vehicular and pedestrian) around the work zone (inspection operations) at all times.

B. Limit construction traffic access to Site by use of main roads as much as reasonably feasible. Contractor may only use residential streets access individual sites directly.

C. Contractor shall not park any equipment or employee vehicles on private property or in any private driveways. All construction equipment and vehicles shall be contained within the work zone area for each site.

D. Where the Contract Documents identify certain site elements within the construction limits, such as sidewalks, drives, and streets, that must be kept open for public or the Owner's use during construction, the Contractor shall be responsible for protection and maintenance of such elements as well.

E. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, all Work at the site shall be restricted to the following hours:
   1. Monday Through Friday (Except Legal Holidays): 7:00 a.m. to 7:00 p.m.
   2. Saturday, Sundays or legal holidays with written approval of the Owner.

F. Work Within Highway Rights-of-Way: In accordance with Division 01 Section "Regulatory Requirements."

G. Private Easements:
   1. The Owner will arrange for the necessary easements required for construction across privately owned land. The Contractor shall carry on the construction in such a manner as to cause a minimum of inconvenience to the occupants of the properties.
   2. Any agreement made by the Contractor with any property owner that extends the rights as granted under an easement obtained by the Owner or that provides for an additional easement shall be obtained by the Contractor at the Contractor's expense and shall in no way be binding upon the Owner. The Contractor shall defend and hold the Owner and the Engineer harmless against any action that may arise from activities conducted pursuant to such additional agreements or easements. Unless relieved of responsibility for surface restoration in writing by property owner, the Contractor shall restore areas covered by separate agreements substantially the same as similar areas within the Project.

1.9 OCCUPANCY REQUIREMENTS

A. Owner Occupancy During Construction:
   1. The Owner will occupy or utilize premises during entire period of construction. Cooperate with the Owner to minimize conflict and to facilitate the Owner's operations.
   2. Access to Abutting Properties: Provide at all times.
   3. Access for Emergency Vehicles:
      a. Provide at all times.
      b. Provide at least one clear lane during nonwork periods.
   4. Fire Hydrants: Provide access to at all times.
   5. Do not block fire access routes from buildings.

6. Detours and Street Closure:
   a. When provided for in the Contract Documents or approved by the Engineer.
   b. Routes and barricades as indicated or as approved by road authority.
7. Construct Work so as to not interfere with residential access in accordance this Section.
8. Limit parking for construction vehicles to an area designated by the Owner.

1.10 WORK SEQUENCE

A. Coordinate construction schedule and operations with Owner and Engineer.

B. Sequence Submittal:
   1. The sequence indicated below is offered as a suggestion to the Contractor.
   2. Submit a proposed sequence with appropriate times of starting and completion of tasks to Engineer for review.

C. The following sequence and intermediate dates are suggested to accommodate Owner's occupancy requirements during the construction period:
   1. Stage 1: Pilot Stage: Contractor to conduct a small sample of sewer inspection (Maximum 1 week), supply owner with deliverables (CCTV videos and Inspection Logs) for Review,
   2. Stage 2: Completion of all CCTV and sewer inspection within 9 months.

PART 2 - PRODUCTS

2.1 OTHER MATERIALS

A. General: All other materials which are not specified herein and are not indicated on the Drawings, but are required for proper and complete performance of the Work.

B. Procedure:
   1. Select new, first quality material.
   2. Obtain Engineer's review.
   3. Provide and install.

PART 3 - EXECUTION

Not used.

END OF SECTION 01 11 00

SECTION 01 18 13 – PROTECTION, RESTORATION AND NOTIFICATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes responsibilities for the protection, restoration and notification requirements for surface and subsurface structures, Underground Facilities and surface improvements.

1.3 NOTIFICATION AND INTERRUPTIONS

A. Prior to Start of Construction:
   1. Notify Ohio 811 OUPS at least 48 hours in advance at 800.362.2764 or 811.
   2. Arrange for the identification of the locations of existing Underground Facilities at or contiguous to the Site.
   3. Coordinate utility connection with each utility provider.

B. Utility Interruptions:
   1. Provide standby utility service for an interruption exceeding 2 hours.
   2. Provide 48 hours notice to the affected occupants of the time and duration of the anticipated shut off.
   3. Notify Fire Department 48 hours in advance if water main or fire supply line shut off is required.
   4. Pay all costs relating to utility interruptions.

1.4 PROTECTION AND RELOCATION

A. Be Responsible For:
   1. Protection of structures and utilities at or contiguous to the Site in accordance with the General Conditions.
   2. Cost of cleaning, repair, relocation, raising, lowering, or replacement of structures and utilities which are damaged as a result of Contractor's operations.
   3. Cost of cleaning, repair, relocation, raising, lowering, or replacement of structures and utilities which are identified on the Drawings for relocation.
   4. Temporary sheeting, bracing, poles, cables, sand fill or other means used to support a structure or utility exposed or endangered by Contractor's operations.
   5. Relocating, raising or lowering of a structure or utility for Contractor's convenience.

B. Relocation of Poles and Structures:
   1. Be responsible for temporary and permanent relocation of power, light, telephone and other service poles and appurtenant structures that are identified on the Drawings for relocation.
   2. Make necessary arrangements with the owner of the pole or structure and pay all costs involved for items identified on the Drawings for temporary or permanent relocation.

1.5 RESTORATION

A. Acceptable Standards for Restoration:
   1. Restore to the better of:
      a. Original condition.
      b. Requirements of the Contract Documents.
      c. Current Columbus Standard Specifications for Construction.
      d. Columbus Standard Plans.

B. Property Corners, Government Survey Corners, and Plat Monuments:
   1. Protect from damage or disturbance.
   2. Protect discovered points until Engineer or Owner has witnessed or otherwise referenced their locations.

3. Replace if disturbed or removed as a result of construction:
   a. Arrange for replacement by a Licensed Land Surveyor.
   b. Pay all costs.

C. Driving Surfaces and Similar Improvements:
   1. Repair or replace damaged or removed surfaces as indicated on the Drawings and as specified herein.
   2. Adjust to temporary or final grade all new and existing castings (water valve boxes, manholes, catch basins and similar structures) for all gravel, bituminous or concrete surfacing or resurfacing.

D. Landscaping and Miscellaneous Improvements:
   1. Includes, but is not limited to, topsoil, seeded areas, sodded areas, shrubs, trees, decorative plantings, fences, mailboxes, signs, guard posts and other similar items.
   2. Protect from damage by construction operations. In event of damage, replace damaged item with one of equivalent type and size.

E. Cleanup Limitation:
   1. Maintain cleanup operations within a reasonable distance of the section under construction. Reasonable will depend on circumstances, but in general shall not exceed 400 to 600 feet, and except in rare circumstances and with prior approval of Owner, shall not exceed 1,000 feet.
   2. Cleanup shall consist of grading, removal of excess excavation and construction debris, temporary repair of roads and driveways, and maintenance of ditch slopes.
   3. If cleanup is not maintained as specified, other construction shall be stopped, with no extension of Contract Time, until cleanup is carried out to the satisfaction of Owner.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.1 SURFACE RESTORATION

A. Unless Otherwise specified or indicated on the Drawings, perform the following surface restorations:
   1. System Descriptions:
      a. Bituminous Base Course – Bituminous Paved Roadway:
         1) Subbase: 6 inches.
         2) Bituminous Base Course:
            a) Collector Roadway: 6 inches.
            b) Local Roadway: 3 inches.
         3) Bituminous Leveling Course:
            a) Collector Roadway: 1-1/2 inches.
            b) Local Roadway: 1-1/2 inches.
         4) Bituminous Top Course: 1-1/2 inches.
      b. Aggregate Base Course – Bituminous Paved Roadway:
         1) Subbase: 8 inches.
         2) Aggregate Base Course:
            a) Collector Roadway: 12 inches.
            b) Local Roadway: 6 inches.
         3) Bituminous Leveling Course:
            a) Collector Roadway: 2 inches.
            b) Local Roadway: 1-1/2 inches.
         4) Bituminous Top Course: 1-1/2 inches.
      c. Bituminous Base Course – Bituminous Shoulders, Approaches, Driveways, Alleys, Parking Areas:
         1) Subbase: 4 inches.
         2) Bituminous Base Course: 3 inches.
         3) Bituminous Top Course: 1-1/2 inches.

d. Aggregate Base Course – Bituminous Shoulders, Approaches, Driveways, Alleys, Parking Areas:
   1) Subbase: 4 inches.
   2) Aggregate Base Course: 6 inches.
   3) Bituminous Leveling Course: 1-1/2 inches.
   4) Bituminous Top Course: 1-1/2 inches.

e. Aggregate Surface Roadways, Shoulders, Approaches, Driveways, Alleys, Parking Areas:
   1) Subbase: 4 inches.
   2) Aggregate Base Course: 6 inches.
   3) Aggregate Surface Course: 2 inches.

f. Bituminous Walkways and Bicycle Paths:
   1) Subbase: 4 inches.
   2) Aggregate Base Course: 4 inches.
   3) Bituminous Top Course: 2 inches.

g. Concrete Roadway Pavements:
   1) Subbase: 6 inches.
   2) Concrete Pavement: 8 inches.
   3) Reinforcement: 4 x 4 – W6.5 x W6.5.

h. Concrete Shoulders and Driveways:
   1) Subbase: 6 inches.
   2) Concrete Pavement: 6 inches.
   3) Reinforcement: 6 x 6 – W6.5 x W6.5.

i. Concrete Curb and Gutter:
   1) Same subbase and aggregate base as adjacent roadway.
   2) Match existing curb and gutter profile.

j. Concrete Sidewalks:
   1) Subbase: 4 inches.
   2) Concrete: 4 inches.
   3) Reinforcing: 6 x 6 – W1.4 x W1.4.

k. Turf Establishment – Sodding and Seeding:
   1) Topsoil Thickness: 4 inches.
   2) Perform final grading, watering, backfilling of washouts, and related work.
   3) Sodded and seeded areas shall be weed free and established prior to acceptance.

l. Landscaping:
   1) New, transplanted, relocated, and removed and replanted items shall be healthy and growing prior to acceptance.
   2) Watering is Contractor's responsibility and an incidental expense.

2. Construction Standards for Surface Restoration: Comply with Columbus construction requirements unless otherwise specified or indicated on the Drawings.

3.2 PAYMENT FOR UTILITIES AND ASSOCIATED STRUCTURES

A. Payment for Work on Utilities and Associated Structures:
   1. If Work is by Utility Company: Pay costs.
   2. If Work is by Contractor: Perform work in accordance with the requirements of utility company or authority having jurisdiction.

END OF SECTION 01 18 13

SECTION 01 22 00 – UNIT PRICES – MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes descriptions of the method of measurement and the basis of payment for Unit Price Work under this Contract.

B. Basis of Contract Payments:
   1. Final Contract Price shall be determined by actual quantities installed at unit prices stated in Contractor's Bid.
   2. Engineer shall determine actual as-built quantities.
   3. All work identified on the Drawings, but not included as a Bid item shall be considered incidental to construction and not paid for directly, except Work that would be considered additional Work due to unforeseen conditions.
   4. Unit price payments for individual items shall include everything necessary for such item to function as intended in the system.

C. Owner reserves the right to increase, decrease or eliminate any quantities for items listed in Contractor's Items included as incidental to Unit Prices for systems and appurtenances. Unless there is a specific pay item identified, the unit price payment shall include, but not be limited to:
   1. Clear, excavate, trench, bedding, trench backfill, compaction, disposal of items for clearing and unsuitable or excess excavated materials.
   2. Temporary sheeting, bracing and shoring of excavations.
   3. Support, relocation, replacement, connection or reconnection of existing pipelines and utilities.
   4. Cleanup and surface restoration.
   5. Water service repair.
   6. Sewer lead repair.
   7. Bulk head of pipes to be abandoned.
   8. Removal of pipes, valves, structures and appurtenances located within the excavation limits of new utilities whether identified on the removal Drawings or not.
   9. Coordination of mail delivery and refuse removal with residents, post office, and refuse collectors.
   10. Dewatering for the installation of sanitary sewer, water main and storm sewer .
   11. Support of utility poles and existing underground utilities during excavation and installation of sanitary sewer, water main and storm sewer.
   12. Remove, salvage, and replace street signs.
   13. Remove and dispense of trees less than 6-inches in diameter
   14. Temporary enclosures and sources of heat and humidity control to allow construction activity to proceed during cold weather and adverse conditions.
   15. Testing of concrete repair materials.

1.3 GENERAL CONDITIONS

A. Item No. 1 – Bonds and Insurance (3% Maximum):
   1. Includes:
      a. Provide insurance, bonds, and other costs associated with the project in general and not included in other pay items.
   2. Unit of Measure:
      a. Lump sum, maximum of 3% of total bid price.
      b. 50% payment will be made after 5% of the original contract amount is earned.
      c. Final 50% payment will be made after 25% of the contract amount is earned.

B. Item No. 2 – Mobilization:
   1. Includes:
      a. Preparatory work and expenses incurred prior to beginning work onsite.
      b. Transport materials, personnel, and equipment to the Site.
      c. Establish temporary onsite construction facilities.
      d. All required submittals.
   2. Unit of Measure:
      a. Lump sum.
      b. 50% payment will be made after 5% of the original contract amount is earned.
      c. Final 50% payment will be made after 25% of the contract amount is earned.

C. Item No. 3 – Maintaining Traffic
   1. The contract unit price of this item shall include all labor, supervision, tools, permits, show drawing submittals, equipment, operation, any incidental items, and all other work as noted in Bid Documents and specified herein to allow the Contractor to properly maintain traffic through and around the work zone for all aspects of the project. The pay item includes, but is not limited to, the following in accordance with Division 01 Section "Summary of Work" and Division 01 Section "Traffic Control" of this Contract Book:
      a. Permit Procurement and associated fees.
      b. Furnishing, installation, and maintenance of traffic control devices, in accordance with City of Columbus typicals and the most current version of the OMUTCD, to properly and safely maintain a work zone along all roadways where sewer inspection is required. This includes traffic control for CCTV inspection, sewer cleaning, and bypass pumping, as well as all other project activities that require the daily setup and take down of traffic control.
      c. All additional barricades, barrels, and traffic control devices necessary to safely maneuver pedestrian and vehicular traffic around side streets, parking lots, and any other areas within the influence of the work zone. There will be no additional compensation for adjustments, multiple setups, or removals.
      d. Flag control, work zone signing, removal of conflicting pavement markings, temporary pavement markings.
      e. Maintain access to residential driveways.
      f. Maintain access to commercial driveways.
      g. Maintain vehicle and driver delivery access to commercial buildings.
   2. Unit of Measure
      a. Lump Sum.
      b. 25% of payment shall be made for the first installation of traffic control devices.
      c. 50% payment shall be made after 50% of the overall length of sewer inspection has been completed and all deliverables for those sewers have been reviewed and approved.
      d. 25% of payment shall be made after all sewer inspection is completed, all deliverables have been reviewed and approved, and all traffic control devices have been removed.

D. Item No. 4 – Bypass Pumping
   1. All bypass pumping/flow control necessary to properly CCTV and inspect the sewer reaches to the specifications outlined within these Contract Documents. Bypass pumping/flow control includes all labor, equipment, and material required to maintain a functional sewer system while the CCTV inspection is being conducted. Means and methods are the responsibility of the Contractor
   2. Unit of Measure.
      a. Lump Sum
      b. 100% payment for the length of pipe CCTV inspected in the field will be made upon review and acceptance of the deliverable submitted to the Owner.

1.4 Storm Sewer System

A. Item No. 5 through 12 – Storm Sewer Cleaning, 12-inch to 30-inch plus unknown sizes:
   1. The contract unit price for this item shall include all labor, supervision, tools, permits, shop drawing submittals, equipment, operation, any incidental items, and all other work as noted in the Bid Documents and as specified herein to allow the Contractor properly clean and clear the existing sewers for inspection. The pay items include sewer line cleaning in accordance with the Division 33 Section "Sewer Line Cleaning for Television", included herein. Also included, but not limited to, is the following:
      a. The cleaning of all sewers, complete with removal and disposal of debris resultant from the cleaning operation.
      b. The removal of dirt, grease, rocks, roots, and also other foreign solid or semi-solid material and obstruction from designated sewer lines, including disposal of the materials.

c. No additional payment will be made to the Contractor for multiple cleaning passes in an attempt to satisfactorily clean the sewers.
d. The cost per lineal foot is assumed to cover as many cleaning attempts as needed to prepare the sewer for inspection.

2. Measurement and Payment:
   a. Lineal Foot.
   b. Payment for sewer cleaning will **ONLY** be as a pre-approved item.
   c. Measured along the pipe centerline from center of access structure to center of access structure.
   d. 100% payment will be made after completion of the cleaning for each segment of sewer approved to be cleaned by the Contractor.

B. Item No. 13 – Heavy Sewer Cleaning (as directed):
   1. Includes the following in accordance with Division 33 Section "Sewer Line Cleaning for Television", included herein.
      a. Heavy Cleaning of all storm sewer to be video inspected.
   2. Unit of Measure:
      a. Linear foot.
      b. 100% payment will be made after completion of the cleaning for each segment of sewer approved to be cleaned by the Contractor

C. Item No. 14 – Root Removal/Chemical Treatment (as directed):
   1. The contract price for this item shall include all labor, supervision, tools, permits, equipment, and any incidental items as specified herein to allow the Contractor to remove roots in accordance with Division 33 Section "Sewer Line Cleaning for Television", included herein.
   2. Unit of measure:
      a. Hours.
      b. 100% payment will be made after completion of the cleaning for each segment of sewer approved for root removal by the Contractor.

D. Item No. 15 through 22 – Storm Sewer Video Recording:
   1. The contract unit price for this item shall include all labor, supervision, tools, permits, software, equipment, operation, and submittals, including any incidental items, and all other work as noted in the Bid Documents and as specified herein to allow the Contractor to properly inspect, by means of CCTV, the storm sewers as shown in the plans. All work shall be done in accordance with Division 33 Section "TV Inspection of Sewer Pipelines and Manholes", included herein. This includes, but is not limited to, the following:
      a. Site documentation including photos of the area around each access manhole being used for inspection purposes.
      b. CCTV inspection of all the existing storm sewer pipe utilizing HD equipment in accordance with National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) standards.
      c. CCTV inspection deliverables; HD video files and electronic inspection log reports. All deliverables must be capable of integrating into the City GIS software; ESRI ArcGIS.
      d. Submittal of deliverables from a "Pre-stage Pilot Area" for each year is required. This allows for the Owner and Engineer to review a small section of inspection to verify compatibility and completeness for City GIS integration.
      e. Monthly submittal of deliverables for the work completed from the previous month. Owner and Engineer will review for completeness and notify the Contractor of any incomplete or improper inspected sections that will need to be redone.
      f. No additional compensation will be awarded for work that needs to be redone due to incomplete or improper inspection.
   2. Unit of Measure:
      a. Lineal Foot
      b. Measurement for payment will be based upon the actual lineal footage that is CCTV inspected for all pipe.
      c. 100% payment for the length of pipe CCTV inspected in the field will be made upon review and acceptance of the deliverable submitted to the Owner.
      d. The length shown in the Bid Unit Price contract document is the length measured along the pipe centerline from center of structure to center of structure. The final payment for CCTV Inspected sewer will be for the approved length by the Owner and Engineer, based on the submitted deliverables.

E. Items No. 23 to 25 – Structure Inspection, including GPS:
   1. The contract unit price for this item shall include all labor, supervision, tools, permits, software, equipment, operation, and submittals, including any incidental items, and all other work noted in the Bid Documents and as specified herein to allow the Contractor to properly inspect, by means of CCTV, the storm manholes, curb inlets, and catch basins shown on these plans. All work shall be done in accordance with Division 33 Section "TV Inspection of Sewer Pipelines and Manholes", included herein. This includes, but is not limited to the following:
      a. Site documentation including pre and post condition photos of the area around each storm manhole, catch basin, or curb inlet.
      b. CCTV inspection of all existing manholes, catch basins, and curb inlets utilizing HD equipment in accordance with NASSCO MACP standards.
      c. CCTV inspection deliverables: HD video files and electronic inspection log reports. All deliverables must be capable of integrating into the City GIS software: ESRI ArcGIS.
      d. Submittal of deliverables from a "pre-stage pilot area" is required. This allows for the Owner and Engineer to review a small sample of inspected manholes to verify compatibility and completeness for City GIS integration.
      e. Monthly submittal of deliverables for the work completed from the previous month. Owner and Engineer will review for completeness and notify the Contractor of any incomplete or improper inspected sections will need to be redone.
      f. No additional compensation will be awarded for work that needs to be redone due to incomplete or improper inspection.
      g. All bypass pumping/flow control necessary to properly inspect and CCTV the manholes to the specifications outlined within these Contract Documents. Bypass pumping/flow control includes all labor, equipment, and material required to maintain a functions storm sewer system while the CCTV inspection is being conducted. Means and methods are the responsibility of the Contractor.
      h. GPS location data shall be collected for each structure.
   2. Unit of Measure
      a. Each Manhole, catch basin, or curb inlet.
      b. Measurement will be based upon each manhole, catch basin, or curb inlet to be inspected.
      c. 100% payment for each manhole, catch basin, or curb inlet inspected will be made upon review and acceptance of the deliverable submitted to the Owner.

1.5 Sanitary Sewer System

A. Item No 26 to 31 – Sanitary Sewer Cleaning:
   1. The contract unit price for this item shall include all labor, supervision, tools, permits, shop drawing submittals, equipment, operation, any incidental items, and all other work as noted in the Bid Documents and as specified herein to allow the Contractor properly clean and clear the existing sewers for inspection. The pay items include sewer line cleaning in accordance with the Division 33 Section "Sewer Line Cleaning for Television", included herein. Also included, but not limited to, is the following:
      a. The cleaning of all sewers, complete with removal and disposal of debris resultant from the cleaning operation.
      b. The removal of dirt, grease, rocks, roots, and also other foreign solid or semi-solid material and obstruction from designated sewer lines, including disposal of the materials.
      c. No additional payment will be made to the Contractor for multiple cleaning passes in an attempt to satisfactorily clean the sewers.
      d. The cost per lineal foot is assumed to cover as many cleaning attempts as needed to prepare the sewer for inspection.
   2. Measurement and Payment:
      a. Lineal Foot.
      b. Payment for sewer cleaning will **ONLY** be as a pre-approved item.
      c. Measured along the pipe centerline from center of manhole to center of manhole.
      d. 100% payment will be made after completion of the cleaning for each segment of sewer approved to be cleaned by the Contractor.

B. Item No. 32 – Heavy Sewer Cleaning:
   1. Includes the following in accordance with Division 33 Section "Sewer Line Cleaning for Television", included herein.
      a. Heavy cleaning of all sanitary to be video inspected.
   2. Unit of Measure:
      a. Linear Foot.

b. 100% payment will be made after completion of the cleaning for each segment of sewer approved to be cleaned by the Contractor.

C. Item No. 33 – Root Removal/Chemical Treatment (as directed):
1. The contract price for this item shall include all labor, supervision, tools, permits, equipment and any incidental items as specified herein to allow the Contractor to remove roots in accordance with Division 33 Section "Sewer Line Cleaning for Television", included herein.
2. Unit of Measure:
a. Hours.
b. 100% payment will be made after completion of cleaning for each segment of sewer approved for root removal by the Contractor.

D. Item No. 34 through 39 – Sanitary Sewer Video Recording:
1. The contract unit price for this item shall include all labor, supervision, tools, permits, software, equipment, operation, and submittals, including any incidental items, and all other work as noted in the Bid Documents and as specified herein to allow the Contractor to properly inspect, by means of CCTV, the sanitary sewers as shown in the plans. All work shall be done in accordance with Division 33 Section "TV Inspection of Sewer Pipelines and Manholes", included herein. This includes, but is not limited to, the following:
a. Site documentation including pre and post condition photos of the area around each access manhole being used for inspection purposes.
b. CCTV inspection of all the existing sanitary sewer pipe utilizing HD equipment in accordance with National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) standards.
c. CCTV inspection deliverables; HD video files and electronic inspection log reports. All deliverables must be capable of integrating into the City GIS software; ESRI ArcGIS.
d. Submittal of deliverables from a "Pre-stage Pilot Area" is required. This allows for the Owner and Engineer to review a small section of inspection to verify compatibility and completeness for City GIS integration.
e. Monthly submittal of deliverables for the work completed from the previous month. Owner and Engineer will review for completeness and notify the Contractor of any incomplete or improper inspected sections that will need to be redone.
f. No additional compensation will be awarded for work that needs to be redone due to incomplete or improper inspection.
g. All bypass pumping/flow control necessary to properly CCTV and inspect the sewer reaches to the specifications outlined within these Contract Documents. Bypass pumping/flow control includes all labor, equipment, and material required to maintain a functional sanitary sewer system while the CCTV inspection is being conducted. Means and methods are the responsibility of the Contractor.
2. Unit of Measure:
a. Lineal Foot
b. Measurement for payment will be based upon the actual lineal footage that is CCTV inspected for all pipe.
c. 100% payment for the length of pipe CCTV inspected in the field will be made upon review and acceptance of the deliverable submitted to the Owner.
d. The length shown in the Bid Unit Price contract document is the length measured along the pipe centerline from center of manhole to center of manhole. The final payment for CCTV Inspected sewer will be for the approved length by the Owner and Engineer, based on the submitted deliverables.

E. Item No. 40 – Manhole Inspection Including GPS:
1. The contract unit price for this item shall include all labor, supervision, tools, permits, software, equipment, operation, and submittals, including any incidental items, and all other work noted in the Bid Documents and as specified herein to allow the Contractor to properly inspect, by means of CCTV, the manholes shown on these plans. All work shall be done in accordance with Division 33 Section "TV Inspection of Sewer Pipelines and Manholes", included herein. This includes, but is not limited to the following:
a. Site documentation including pre and post condition photos of the area around each access manhole.
b. CCTV inspection of all existing manholes utilizing HD equipment in accordance with NASSCO MACP standards.
c. CCTV inspection deliverables: HD video files and electronic inspection log reports. All deliverables must be capable of integrating into the City GIS software: ESRI ArcGIS.

d. Submittal of deliverables from a "pre-stage pilot area" is required. This allows for the Owner and Engineer to review a small sample of inspected manholes to verify compatibility and completeness for City GIS integration.
e. Monthly submittal of deliverables for the work completed from the previous month. Owner and Engineer will review for completeness and notify the Contractor of any incomplete or improper inspected sections will need to be redone.
f. No additional compensation will be awarded for work that needs to be redone due to incomplete or improper inspection.
g. GPS location of each manhole shall be collected.
h. All bypass pumping/flow control necessary to properly inspect and CCTV the manholes to the specifications outlined within these Contract Documents. Bypass pumping/flow control includes all labor, equipment, and material required to maintain a functions sanitary sewer system while the CCTV inspection is being conducted. Means and methods are the responsibility of the Contractor.

2. Unit of Measure
   a. Each Manhole.
   b. Measurement will be based upon each manhole to be inspected.
   c. 100% payment for each manhole inspected will be made upon review and acceptance of the deliverable submitted to the Owner.

1.6 Final Deliverables

A. Item No. 41 – Final Deliverables:
   1. The contract unit price for this item shall include all labor, supervision, tools, submittals, equipment, operation, any incidental items, and all other work as noted in the Bid Documents and as specified herein to allow the Contractor properly submit the final deliverable documents. The pay items include the CCTV Inspection deliverables in accordance with the Division 33 Section "TV Inspection of Sewer Pipelines and Manholes" included herein. Also included, but not limited to, is the following:
      a. Two (2) electronic copies of the entire and final televising program including PACP Database, video pipe recordings, pdf copies of the reports, calculations and rankings shall be provided to the Engineer on 2 separate Flash Drives or Portable Hard Drives.
      b. Each drive shall contain the entire package of information in 1 database.
      c. Two (2) 2 hard copies of the PACP CCTV reports/logs will also be required.
      d. The data shall be provided within 30 working days of completion of field work for each year.
   2. Unit of Measure:
      a. Lump Sum
      b. 100% payment will be made for each given year upon review and acceptance of the deliverables submitted to the Owner.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01 22 00

SECTION 01 26 00 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes procedures for modifying the Contract Documents.

1.3 BULLETIN

A. Procedures: As indicated on the form following this Section.

B. If Bulletin is accepted, Owner may issue one or more Change Orders for some or all items listed.

1.4 FIELD ORDER

A. Changes in Contract Price or Contract Times not permitted by use of Field Orders.

B. Format:
   1. May take form of any written communication mutually acceptable to Engineer and Contractor, including, but not necessarily limited to:
      a. Letter or memo.
      b. Email correspondence.
      c. Hand drawn or computer generated sketch.

C. Procedures: Refer to the General Conditions.

1.5 WORK CHANGE DIRECTIVE

A. Procedures: Refer to the General Conditions and form following this Section.

1.6 CHANGE ORDER

A. Procedures: Refer to the General Conditions and form following this Section.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 SCHEDULES

A. Attached are the following forms:
   1. Bulletin.
   2. Work Change Directive.
   3. Change Order.

BULLETIN
PAGE 1 OF 2

BULLETIN NO.:
DATE:
DUE DATE:

CONTRACT FOR:

OWNER:

CONTRACTOR:

ENGINEER:

DRAWING REVISION NO.:

ISSUED HEREWITH:

SPECIFICATION SECTIONS:

SKETCHES:

SHEETS:

The items below are being considered as possible changes to the Contract Documents for this Project. Contractor is requested to submit changes in cost, if any, for each item and indicate whether it is an addition to or deduction from the Contract Price. Costs are requested as lump sums unless otherwise noted as a unit cost. Include all labor, materials, overhead and profit, trades, subcontractors, and related costs. After reviewing the effects of those changes in the Work, Owner may issue a Change Order specifying which changes are to be incorporated in the Work, if any.

This Bulletin is not a Change Order and is not to be deemed authorization to proceed with the changes listed.

Additional work or materials, where proposed, shall meet the requirements of the Contract Documents, except where noted.

Contractor will be responsible for notifying Engineer, in writing, concerning any revision or clarification which causes a change in the Contract Documents, but not specifically mentioned as a cost item in this Bulletin.

Contractor shall return one (1) completed and signed copy of the Bulletin to Engineer on or before the due date noted above.

Each proposed change has been described briefly with additional information provided concerning detailed changes required for the major trades concerned. Only one total cost figure has been requested for each item on the Bulletin; however, a complete breakdown is required for each item as supporting documentation. This will allow Owner to more easily evaluate the proposed cost changes. Each Bulletin item is an all-inclusive item and may concern work from several trades or Subcontractors. It is Contractor's responsibility to ensure that all work for each item has been included in the total cost figure provided to Owner.

BULLETIN
PAGE 2 OF 2

ITEM NO. 1: < insert topic here >

Section: XXXXX – Section Name < issued/reissued/not reissued >

A. < >

ADD/DEDUCT: $ _____

ITEM NO. 2: < insert topic here >

Section: XXXXX – Section Name < issued/reissued/not reissued >

A. < >

ADD/DEDUCT: $ _____

ITEM NO. 3: < insert topic here >

Sheet: XXXXX – Sheet Name < issued/reissued/not reissued >

A. < >

ADD/DEDUCT: $ _____

ITEM NO. 4: < insert topic here >

Sheet: XXXXX – Sheet Name < issued/reissued/not reissued >

A. < >

ADD/DEDUCT: $ _____

Contractor:

_____
Signature

_____
Name and Title of Signatory

_____
Date

END OF BULLETIN

WORK CHANGE DIRECTIVE
PAGE 1 OF 1

WORK CHANGE DIRECTIVE NO.
DATE OF ISSUANCE:
EFFECTIVE DATE:

CONTRACT FOR: OWNER: CONTRACTOR: ENGINEER: ATTACHMENTS: CONTRACTOR IS DIRECTED TO PROCEED PROMPTLY WITH THE FOLLOWING CHANGE(S) IN THE CONTRACT DOCUMENTS:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

☐ Nonagreement on pricing of proposed change.

☐ Necessity to expedite Work described herein prior to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price _____ (increase/decrease) Contract Time (Days) _____ (increase/decrease)

Recommended for
Approval by Engineer: _____ Date: _____

Authorized for Owner by: _____ Date: _____

Received for Contractor by: _____ Date: _____

Received by
Funding Agency (if applicable): _____ Date: _____

END OF WORK CHANGE DIRECTIVE

WORK CHANGE DIRECTIVE INSTRUCTIONS

A. GENERAL INFORMATION:

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a change in the Contract Price or the Contract Times, a Field Order may be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM:

Engineer initiates the form, including a description of the items involved and attachments.

Once Engineer has completed and signed the form, all copies should be sent to Owner for authorization because Engineer alone does not have authority to authorize changes in Price or Times. Once authorized by Owner, a copy should be sent by Engineer to Contractor.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order. Price and Times may only be changed by Change Order signed by Owner and Contractor with Engineer's recommendation.

This is a directive to proceed with a change that may affect the Contract Price or the Contract Times. A Change Order, if any, should be considered promptly.

CHANGE ORDER
PAGE 1 OF 1

CHANGE ORDER NO.:
DATE:

CONTRACT FOR: OWNER: CONTRACTOR: ENGINEER: ATTACHMENTS:
Contractor shall indicate approval of Change Order through signing of this document and returning to Engineer. Engineer will forward to Owner, who shall indicate approval of Change Order through signing of this document and returning to Engineer. Upon receipt of fully executed (all signatures) Change Order, Engineer will distribute to all parties.
YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract time:
	Substantial Completion:
$	Ready for final payment:
Previous Change Order No.:	Net change from previous Change Orders:
$	Days
Contract Price prior to this Change Order:	Contract Time prior to this Change Order:
	Substantial Completion:
$	Ready for final payment:
Net of this Change Order:	Net of this Change Order:
$	Days
Contract Price with all approved Change Orders:	Contract Time with all approved Change Orders:
	Substantial Completion:
$	Ready for final payment:

RECOMMENDED	APPROVED	APPROVED
By: _____	By: _____	By: _____
Engineer	Contractor	Owner
_____	_____	_____
Name and Title of Signatory	Name and Title of Signatory	Name and Title of Signatory
Date: _____	Date: _____	Date: _____

END OF CHANGE ORDER

CHANGE ORDER INSTRUCTIONS

A. GENERAL INFORMATION:

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Contract Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM:

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for acceptance. After acceptance by Contractor, all copies should be sent to Owner for acceptance. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to Contract Price or to Contract Times, indicate "N/A" (Not Applicable) in the part of the tabulation that does not apply.

Net "Increase" or "Decrease" in Price and Days should be included as applicable term.

END OF SECTION 01 26 00

SECTION 01 29 16 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes submittal to the Owner's designee of Applications for Payment and supporting documentation as specified herein.

1.3 SUBMITTALS

A. Application for Payment: Submit 3 copies on attached form.

B. An incomplete or incorrect Application for Payment will constitute reason for refusing to recommend payment as indicated in Article 15 of the General Conditions.

1.4 FORMS

A. Copies of the forms to be used for the above requirements are attached and include the following:
   1. Application for Payment.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

APPLICATION AND RECOMMENDATION FOR PAYMENT
PAGE 1 OF 3

TO: City of Gahanna (Owner)
In Care of: Fishbeck
1 East Campus View Boulevard, Suite 310
Columbus, OH 43235

FROM (Contractor): _____

Application No: _____
Period From: _____
To: _____

Project: _____
Fishbeck Project Number 2500899

APPLICATION FOR PAYMENT:

Application for Payment is made, as indicated below, in connection with the Contract. Schedule of Values sheet is attached as page 3 of 3.

1. Original Contract Price $_____

2. Net change by Change Orders $_____

3. Current Contract Price (1 plus 2) $_____

4. Gross Amount Due (From Unit Price Schedule $_____

5. Retainage (Per Agreement) _____% of Work Completed: $_____
_____% of Stored Material: $_____
Total Retainage $_____

6. Amount Eligible to Date (4 minus 5) $_____

7. Less Previous Payments $_____

8. Amount Due This Application (6 minus 7) $_____

9. Balance to Finish, Plus Retainage (3 – 7 – 8) $_____

CHANGE ORDER SUMMARY:

Change Orders Approved by Owner	ADDITIONS	DEDUCTIONS
Change Order No. 1 Change Order No. 2 Change Order No. 3 Change Order No. 4 Change Order No. 5		
Net Change by Change Orders		

APPLICATION AND RECOMMENDATION FOR PAYMENT
PAGE 2 OF 3

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of its knowledge (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Dated _____, 20___

_____
Contractor

By _____
(Signature)

_____
Name and Title of Signatory

ENGINEER'S RECOMMENDATION:

To: City of Gahanna (OWNER)

In accordance with the Contract, the undersigned recommends payment to Contractor.

AMOUNT RECOMMENDED: ..... $_____
(Attach explanation if amount recommended differs from the amount applied for.)

ENGINEER: Fishbeck

Dated _____, 20___

By _____
(Signature)

_____
Name and Title of Signatory

This Recommendation is not negotiable. The AMOUNT RECOMMENDED is payable only to Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of Owner or Contractor under this Contract.

This recommendation for payment is based on a review of the Work performed as compared to the amount of the application. This recommendation does not imply that Engineer is reviewing construction lien documents nor does it imply that Engineer is acting as a guarantor of the property. Any review of construction lien documents by Engineer is for information purposes only.

APPLICATION AND RECOMMENDATION FOR PAYMENT
PAGE 3 OF 3

Unit Price Schedule

A					B	C	D	E	F		G
Bid Item No.	Item Description	Unit	Contractor's Bid		Bid Value	Work Completed		Materials Presently Stored (Not in C)	Total Completed and Stored to Date (D + E)	% (F/B)	Balance To Finish (B-F)
			Bid Quantity	Unit Price		Estimated Quantity Installed	Value				

In tabulations above, amounts are stated to the nearest dollar.
Attach additional copies of Page 3 as required. Total on the last page.

END OF SECTION 01 29 16

SECTION 01 33 00 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes procedures for the submittal of Shop Drawings, Product Data, Samples, Operation and Maintenance Manuals, and other information.

B. Related Sections include pertinent Sections of these Specifications for the individual Submittals required.

1.3 DEFINITIONS

A. Submittal: Information sent by Contractor to convey information about systems, equipment, materials, products, and administrative matters for the Work.

B. Resubmittal: Submittal sent for review a second or further time.

C. Product Data: Illustrations, standard schedules, diagrams, performance charts, instructions, brochures, or manufacturer's literature that describe the physical size, appearance, and other characteristics of materials or equipment for a portion of the Work.

D. Shop Drawings: Drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

E. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

F. Action Submittals: Submittals that require Engineer's response.

G. Informational Submittals: Submittals that do not require Engineer's response.

H. Delegated-Design: In certain individual Specification Sections, design services or certifications by a design professional that are specifically delegated to the Contractor. Performance and design criteria are defined in the individual Specification Sections or on the Drawings. Contractor is solely responsible for design of those items or systems, coordination of the design with the balance of the Project, and achieving specified performance.

I. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format. All PDF files shall be searchable.

1.4 SUBMITTAL PROCEDURES

A. Submittal Schedule:
   1. Prepare and submit a Submittal schedule that identifies the following for each Submittal:
      a. Submittal number
      b. Submittal description
      c. Projected date Submittal will be submitted.
   2. An electronic copy (MS Excel file) of a blank Submittal schedule, in the preferred format, will be furnished by Engineer at the preconstruction meeting.

3. Submittal Numbers:
   a. Use the applicable Specification Section number followed by a decimal point and then a sequential number (e.g., 06 10 00.1).
   b. Resubmittals shall include a letter suffix after another decimal point (e.g., 06 10 00.1.A).
   c. Submittals that are not numbered correctly may be rejected.

B. Delivery Method:
   1. Submittals may be delivered as paper copies or electronic files at Contractor's option.
   2. Advise Engineer and Owner of delivery method to be used at the preconstruction meeting.
   3. Where Submittals include information that is intended to be printed on sheets larger than 11 inches x 17 inches, or where scale or drawing size are critical for proper review, submit 2 paper copies for review.
   4. Paper Copies:
      a. Unless indicated otherwise, submit 2 copies of each Submittal.
      b. One copy of each Action Submittal will be returned to Contractor.
      c. Extra copies submitted by Contractor will be discarded.
   5. Electronic Files:
      a. Unless indicated otherwise, submit 1 copy of each Submittal in PDF format.
      b. Scanned Submittals shall be produced in such a way as to not compromise the graphic quality or accuracy of scale, where applicable; and text shall be searchable.
      c. One copy of each Action Submittal will be returned to Contractor.
      d. Transmit Submittals via electronic mail (e-mail) or web-based collaboration and document sharing system, where used. Submittals that are transmitted electronically will be returned electronically.
   6. Transmit Submittals to party and address identified by Engineer at preconstruction meeting.

C. Coordination and Timing: Coordinate preparation and processing of Submittals with performance of construction activities. Contractor is responsible for cost of delays caused by lack of coordination or tardiness of Submittals. Incomplete Submittals will be rejected.
   1. Coordinate each Submittal with fabrication, purchasing, testing, delivery, other Submittals, and related activities that require sequential activity.
   2. Coordinate transmittal of different types of Submittals for related parts of the Work so processing will not be delayed because of need to review Submittals concurrently for coordination.
      a. Engineer reserves the right to withhold action on a Submittal requiring coordination with other Submittals until related Submittals are received.

D. Processing Time: Allow 15 full working days for Engineer to review each Submittal, including Resubmittals. Time for review shall commence on Engineer's receipt of Submittal. No extension of the Contract Time will be authorized because of failure to transmit Submittals enough in advance of the Work to permit processing, including Resubmittals. Engineer will advise Contractor when a Submittal being processed must be delayed for coordination.

E. Identification: Place a permanent label on each Submittal or generate a separate cover sheet.
   1. Indicate name of firm or entity that prepared Submittal.
   2. Provide space to record Contractor's review and approval markings and action taken by Engineer.
   3. Include the following information:
      a. Project name.
      b. Date.
      c. Name and address of Engineer.
      d. Name and address of Contractor.
      e. Name and address of Subcontractor(s).
      f. Name and address of Supplier(s).
      g. Name of Manufacturer.
      h. Submittal number, including revision identifier.
      i. Drawing number and detail references, as applicable.
      j. Location(s) where product is to be installed, as applicable.
      k. Other necessary identification.

F. Deviations: Encircle or otherwise specifically identify deviations from the Contract Documents on Submittals. Submittals that include deviations that are not identified may be rejected. Engineer may or may not consider deviations. Deviations are not substitutions.

G. Transmittal: Package each Submittal individually and appropriately for transmittal and handling. Transmit each Submittal using a transmittal form. Engineer will reject Submittal(s) received from sources other than Contractor.

H. Resubmittals: Make Resubmittals in same form and number of copies as initial Submittal.
   1. Note date and content of previous Submittal.
   2. Clearly identify additions and revisions.
   3. Resubmit Submittals until they are marked, "Reviewed, No Exceptions Noted" or "Reviewed With Corrections Noted."

I. Distribution: Furnish copies of Submittals with mark indicating, "Reviewed, No Exceptions Noted" or "Reviewed With Corrections Noted," to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.

J. Use for Construction: Unless otherwise indicated by Engineer, use only Submittals with mark indicating, "Reviewed, No Exceptions Noted" or "Reviewed With Corrections Noted."

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit project specific Action Submittals required by individual Specification Sections. Do not use highlighting that would not be reproducible. Include a table of contents or index with each Submittal. As part of electronic submittals, the table of contents or index shall include electronic bookmarks to the first page of the respective Section(s) identified.

B. Product Data: Collect information into a single Submittal for each element of construction and type of product or equipment.
   1. If information must be specially prepared for Submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
   2. Mark each copy of each Submittal to indicate which products and options are applicable.
   3. Include the following information, as applicable:
      a. Manufacturer's written recommendations.
      b. Manufacturer's product specifications.
      c. Manufacturer's installation instructions.
      d. Color charts as required by individual Specification Sections.
      e. Manufacturer's catalog cuts.
      f. Wiring diagrams showing factory-installed wiring.
      g. Printed performance curves.
      h. Operational range diagrams.
      i. Mill reports.
      j. Standard product operation and maintenance manuals.
      k. Compliance with specified referenced standards.
      l. Testing by recognized testing agency.
      m. Application of testing agency labels and seals.
      n. Notation of coordination requirements.
   4. Submit Product Data before or concurrent with Samples.
   5. Maintain copy of returned Submittal for Project records.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale where appropriate. Scale shall be sufficiently large to indicate pertinent features of the item and its method of connection to the Work.
   1. Preparation: Fully illustrate requirements of the Contract Documents. Include the following information, as applicable:
      a. Dimensions.
      b. Identification of products.
      c. Fabrication and installation drawings.
      d. Colors and materials as applicable.
      e. Roughing-in and setting diagrams.
      f. Wiring diagrams showing field-installed wiring, including power, signal, control, and communication wiring. Differentiate between Manufacturer-installed and field-installed wiring.
      g. Manufacturing instructions.

h. Templates and patterns.
i. Schedules.
j. Calculations.
k. Compliance with specified standards.
l. Notation of coordination requirements.
m. Notation of dimensions established by field measurement.
n. Relationship to adjoining construction clearly indicated.

2. Sheet Size: Submit Shop Drawings on sheets at least 8-1/2 inches x 11 inches but no larger than 36 inches x 48 inches.
3. Maintain copy of returned Submittal for Project records.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements, and for a comparison of these characteristics between Submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components, such as accessories, together in one Submittal package.
2. Identification: On unexposed side of Samples, attach label that includes the following:
a. Generic description of Sample.
b. Product name and name of Manufacturer.
c. Sample source.
d. Number and title of appropriate Specification Section.
3. Samples for Initial Selection: Submit Manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available. Where Contract Documents indicate custom color or material, coordinate production of custom Samples with the Engineer and Manufacturer prior to submittal.
a. Number of Samples: Unless indicated otherwise, submit 2 full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from Manufacturer's product line. Engineer will return 1 Sample with options selected.
4. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, physically identical with material or product proposed for use, and that show full range of color and texture variations expected.
5. Samples include, but are not limited to, the following: Partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
6. Number of Samples: Unless indicated otherwise, submit 2 sets of Samples. Engineer will retain 1 Sample set; remainder will be returned.
a. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
b. If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
7. Disposition: Maintain sets of approved Samples at Site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used by Engineer to determine final acceptance of construction associated with each set.
a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples shall be in an undamaged condition at time of Substantial Completion.
b. Samples not incorporated into the Work, or otherwise designated to become Owner's property, are the property of Contractor.

E. Operation and Maintenance Manuals:
1. General:
a. Where manuals are required to be submitted covering items included in the Work, prepare such manuals in durable plastic binders approximately 8-1/2 inches x 11 inches in size and with at least the following:
1) Identification on, or readable through, the front cover stating general nature of the manual.
2) Include a table of contents or index with each Submittal, near the front of the manual. As part of electronic submittals, the table of contents or index shall include electronic bookmarks to the first page of the respective Section(s) identified.
3) Complete instructions regarding operation and maintenance of equipment involved, including:
a) Equipment function, normal operating characteristics, and limiting conditions.

b) Assembly, installation, alignment, adjustment, and checking instructions.
c) Operating instructions for start-up, routine and normal operating, regulation and control, shutdown, and emergency conditions.
d) Maintenance instructions, including lubrication requirements where applicable.
e) Guide to "troubleshooting".
f) Parts lists and predicted life of parts subject to wear.
g) Project specific outline and cross sections, assembly drawings, engineering data, and wiring diagrams. Wiring diagrams shall reflect final, as-installed conditions and include wire numbers.
h) Test data and performance curves.

4) Complete nomenclature of all replaceable parts, their part numbers, current costs, and name and address of nearest vendor of parts.
5) Copies of guarantees and warranties issued.
6) Copies of the reviewed Submittals.
7) Copies of data concerning changes made during construction.

2. Extraneous Data: Where contents of the manuals include Manufacturer's catalog pages, clearly indicate the precise items included in this installation and delete all Manufacturers' data with which this installation is not concerned. Do not use highlighting that would not be reproducible.
3. Number of Copies Required: Unless otherwise specifically directed by Engineer, or stipulated in the pertinent Section of these Specifications:
   a. For review, submit 1 paper and 1 electronic copy.
   b. For record, deliver 4 paper and 1 electronic copies to Engineer .
4. Schedule delivery of record copies of operation and maintenance manuals at least 60 days prior to startup of respective equipment, unless otherwise specified.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by individual Specification Sections. Do not use highlighting that would not be reproducible. Include a table of contents or index with each Submittal. As part of electronic submittals, the table of contents or index shall include electronic bookmarks to the first page of the respective Section(s) identified.

B. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects/engineers and owners, and other information specified.

D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

E. Installer Certificates: Prepare written statements on Manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by Manufacturer for this Project.

F. Manufacturer Certificates: Prepare written statements on Manufacturer's letterhead certifying that Manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

G. Product Certificates: Prepare written statements on Manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

H. Material Certificates: Prepare written statements on Manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

J. Product Test Reports: Prepare written reports indicating current product produced by Manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by Manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

K. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
   1. Name of evaluation organization.
   2. Date of evaluation.
   3. Time period when report is in effect.
   4. Product and manufacturers' names.
   5. Description of product.
   6. Test procedures and results.
   7. Limitations of use.

L. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

M. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

N. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

O. Manufacturer's Instructions: Prepare written or published information that documents Manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of Manufacturer. Include the following, as applicable:
   1. Preparation of substrates.
   2. Required substrate tolerances.
   3. Sequence of installation or erection.
   4. Required installation tolerances.
   5. Required adjustments.
   6. Recommendations for cleaning and protection.

P. Manufacturer's Field Reports: Prepare written information documenting tests and inspections of factory-authorized service representative. Include the following, as applicable:
   1. Name, address, and telephone number of factory-authorized service representative making report.
   2. Statement of substrate condition and acceptability of substrate for installation or application of product.
   3. Statement that products at Site comply with requirements.
   4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
   5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
   6. Statement whether conditions, products, and installation will affect warranty.
   7. Document settings in writing.
   8. Other required items indicated in individual Specification Sections.

Q. Safety Data Sheets (SDSs): Submit information directly to Owner; do not submit to Engineer.
   1. Engineer will not review Submittals that include SDSs and will return the entire Submittal for Resubmittal.

2.3 DELEGATED-DESIGN SUBMITTALS

A. Where design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated, which Contractor has coordinated with the balance of the Project.

B. Performance type design documents and calculations shall be prepared by a design professional as required by the individual Specification Section, licensed in the State where the Project is being constructed. Design documents shall be signed and sealed by the responsible design professional. Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Identify name and version of software, if any, used for calculations.

C. In addition to Shop Drawings, Product Data, and other required Submittals, submit two copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each Submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Verify field dimensions and conditions; note corrections as necessary. Mark with approval stamp before submitting to Engineer.
   1. Approval Stamp: Stamp each Submittal with an approval stamp. Use the same stamp format for each Submittal. Include Project name and location, Submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that Submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

B. Submittals that are not approved and stamped by Contractor will be rejected.

3.2 ENGINEER'S REVIEW

A. Action Submittals: Engineer will review Action Submittals, make marks to indicate corrections or modifications required, and return Submittal. Engineer will stamp each Submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
   1. Reviewed, No Exceptions Noted: Submittal appears to conform to the information given in 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. Reviewed With Corrections Noted: Upon incorporation of review comments, it appears that Submittal will conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
   3. Revise and Resubmit: Submittal has one or more specific segments that are incomplete, do not appear to conform to the information given in the Contract Documents, or are incompatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Contractor shall resubmit information for review to demonstrate understanding of comments and portions of Work to be provided. Except as noted, Contractor shall not proceed with Work related to Submittal.
   4. Rejected, Resubmit: Submittal as a whole is incomplete, does not appear to conform to the information given in the Contract Documents, or is incompatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Contractor shall resubmit information for review to demonstrate understanding of comments and portions of Work to be provided. Contractor shall not proceed with Work related to Submittal.

B. Informational Submittals: Other Submittals required by the Contract Documents are for information only. Engineer will acknowledge receipt of Informational Submittals. Such Submittals include, but are not limited to:
   1. Qualifications Data.
   2. Certificates.
   3. Test Reports.
   4. Manufacturer's Instructions.
   5. Maintenance Data.
   6. Field Reports.

C. Delegated-Design Submittals: Review of Delegated-Design Submittals by Engineer shall not relieve Contractor of Contractor's sole responsibility for design and achieving specified performance.

D. Submittals not required by the Contract Documents will be returned without being reviewed.

E. Partial Submittals are not acceptable, will be considered non-responsive, and will be rejected.

3.3 RE-REVIEW COSTS

A. Compensation:
   1. Should Engineer be required to review a Submittal more than twice because of failure of the Submittal to meet the requirements of the Contract Documents, Engineer will record Engineer's expenses for performing additional reviews.
   2. Owner will compensate Engineer for these additional services and deduct the amount paid from payments to Contractor.

END OF SECTION 01 33 00

SECTION 01 41 00 – REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes provisions for requirements and fees of regulatory agencies.

B. Related Sections include permits and licenses indicated in other Sections.

C. The General Conditions requires that Contractor obtain and pay for all construction permits. This Section includes provisions for specific permits but does not include all permits.

1.3 PERMITS

A. Highway, Road, or Street:

1. Work performed and operations of Contractor within the limits of rights-of-way shall fulfill the requirements of the authority having jurisdiction over and control of the rights-of-way.

2. Contractor will obtain permits to occupy and maintain the work in the rights-of-way. Contractor shall obtain permits to perform construction and shall furnish necessary insurance and bonds required by the authority.

3. Contractor shall obtain a written release from the authority having jurisdiction stating that all repairs within said rights-of-way have been completed to their satisfaction prior to final acceptance to Owner.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01 41 00

SECTION 01 55 26 – TRAFFIC CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the major items listed below:
   1. Maintaining traffic and parking.
   2. Temporary facilities for:
      a. Maintaining vehicular access.
      b. Maintaining pedestrian access.
      c. Traffic detours.
      d. Maintaining delivery and commercial vehicle and pedestrian access.

1.3 REFERENCES

A. Except as herein specified or as indicated on the Drawings, the work of this Section shall comply with the following:
   1. ODOT:
      a. Standard Specifications for Construction.
      b. Standard Plans.
      c. Ohio Manual of Uniform Traffic Control Devices, as amended.

1.4 DEFINITIONS

A. Abbreviation for Ohio Manual of Uniform Traffic Control Devices: OMUTCD.

B. Terms:
   1. Traffic: Includes all users of the roadway, motorized and non-motorized.
   2. Traffic Control Device: Includes, but is not limited to, signs, pavement markings, traffic signals, traffic channelizing devices, flagging devices, and other devices designed to provide orderly and predictable movement of traffic, and assist vehicle operators in vehicle guidance and navigation tasks.

1.5 SEQUENCING AND SCHEDULING

A. Coordination with Construction Sequencing and Schedule:
   1. This section is coordinated with sequencing and scheduling proposed in Division 01 Section "Summary of Work"
   2. Adjustments to the proposed sequencing and scheduling may require changes to work described in this section, which must be approved by the Engineer and Owner. Such changes shall be at no additional cost to Owner.

1.6 SUBMITTALS

A. Drawings:
   1. Coordinate with alternative proposed sequencing and scheduling.
   2. Submit for:
      a. Proposed detour routes.
      b. Proposed traffic control sequencing.
      c. Proposed closure details.
   3. Required Information:
      a. Dimensions.
      b. Locations of proposed traffic control devices.

1.7 MAINTENANCE

A. Extra Materials:
   1. General:
      a. Contractor must have additional traffic control items available to dispatch if the Owner/Engineer requires additional measures to be added at any specific time.
      b. Contractor must keep additional materials available to replace stolen or damaged materials.
   2. Minimum Quantities of Extra Materials:
      a. Drums 10 each.
      b. Type III Barricades: 2 each.

B. Maintenance Service:
   1. Inspect temporary traffic control devices daily during the course of the Work.
   2. Deficiencies in the location or condition of traffic control devices shall be corrected immediately.

PART 2 - PRODUCTS

2.1 MATERIALS

A. All materials for temporary traffic control devices shall conform with the ODOT Standard Specifications for Construction and the OMUTCD, as amended.

PART 3 - EXECUTION

3.1 GENERAL

A. Take necessary precautions including, but not limited to, provision of necessary traffic control devices, implementation of closures, construction of temporary facilities, and maintenance of detours as necessary for the safety of the general public, efficient movement of traffic, and the protection of the Work.

B. Temporary traffic controls shall be installed and maintained in conformity with applicable statutory requirements and as required by the governing roadway authority.

C. Provide adequate warning lights, signs, barricades and flagmen; take all necessary precautions for the protection of the Work, and the safety of the general public.

D. All lights, signs, barricades and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within roadway rights-of-way, as required by the authority having jurisdiction thereover.

E. Facilities shall be provided along the route adjacent to the Work in progress as necessary to maintain both local pedestrian and vehicular traffic that is dependent solely upon such route for access to adjacent property. Closing any street to through traffic, even if just temporarily, may be done, if at all, only as specifically authorized by the governing agencies.

F. Unobstructed access to fire hydrants and water and gas valves shall always be provided.

3.2 MAINTAINING ACCESS

A. Maintain local and emergency traffic at all times during the Work:
   1. Maintain a minimum of one single lane access at all times. Utilize flaggers when necessary.

B. Pedestrian Access:
   1. Conduct Work to minimize obstruction to pedestrian traffic.
   2. Maintain pedestrian access around the work zone if public sidewalks are needed to be blocked.
   3. Add signage and barricades to close sections of sidewalk where safe passage is unavailable.
   4. Barricade and fence disturbed or obstructed pedestrian facilities
   5. Restore disturbed pedestrian facilities as soon as work is complete in the area.
   6. Maintain a safe work zone on both ends of the sewer reach. Protect pedestrians from accessing open manholes or structures. Keep open structures manned at all times.

C. Driveways:
   1. Conduct Work to minimize the duration of driveway closures.
   2. Provide written notice to property owners and occupants 24 hours prior to closing residential driveways.
   3. Provide written notice to property owners and occupants 48 hours prior to closing commercial driveways.
   4. Restore driveway use as soon as work is complete.

3.3 CLOSURES

A. Closures shall be in accordance with the OMUTCD, as specified herein, and as indicated on the Drawings:

B. Notification:
   1. Approval from the governing agency is required for any closure. Follow requirements of agency for allowable closure hours.
   2. Provide the Engineer and Owner a minimum of 48 hours notice and receive approval before implementing a lane closure or detour.
   3. The Owner will notify local emergency services, including police and fire, however, the Contractor must verify that these notices have been given prior to implementing any closure.

3.4 PARKING

A. Existing Parking Facilities:
   1. Maintain or restore existing public parking areas as early as possible.
   2. Do not park construction vehicles, park contractor employee vehicles, or store material in areas needed for residential or commercial parking, unless otherwise approved by the property owner or as approved by the Owner/Engineer.
   3. Provide property owner representative with tentative closure schedule and any other specifics regarding disruption to the normal operation of the business.

3.5 PROTECTION

A. Existing Traffic Control Devices:
   1. Protect all existing traffic control devices in the work area:
      a. Promptly replace damaged traffic control devices.
      b. The Contractor may carefully remove, store, protect, and reinstall signs as approved by the Engineer.
   2. Do not remove, relocate, obstruct, or otherwise interfere with regulatory signs, including, but not limited to, stop signs, yield signs, and speed limit signs.
   3. Maintain street name signs within the construction area for the duration of the project.

B. Existing Traffic Control Device Removal:
   1. Existing traffic control devices to be removed shall remain the property of the Owner.
   2. Carefully remove traffic control devices to prevent damage.
   3. Stockpile at a location on Site to be determined by the Owner.
   4. Should the Owner decide not to retain ownership of the removed traffic control devices, dispose of the devices immediately.

END OF SECTION 01 55 26

SECTION 01 74 00 – CLEANING AND WASTE MANAGEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specifications Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes provisions for maintaining structures and the Site in a standard of cleanliness.

B. Related Sections: In addition to standards described in this Section, comply with requirements for cleaning as described in various other Sections of these Specifications.

1.3 QUALITY ASSURANCE

A. Inspection:
   1. Daily and more often if necessary.
   2. Conduct inspections to verify that requirements of cleanliness are being met.

1.4 DELIVERY, STORAGE AND HANDLING

A. Hazards Control:
   1. Volatile Wastes:
      a. Store in covered metal containers.
      b. Remove from premises daily.
      c. Provide secondary containment for storage of hazardous materials, as required by governing authorities or agencies.
   2. Prevent accumulation of wastes which create hazardous conditions.
   3. Provide adequate ventilation during use of volatile or noxious substances.

1.5 PROJECT CONDITIONS

A. Cleaning and Disposal:
   1. Conduct operations to comply with local ordinances and anti-pollution laws.
   2. Not Allowed:
      a. Burning or burying of rubbish or waste materials on Site.
      b. Disposal of volatile wastes in storm or sanitary sewers: Volatile wastes include, but are not limited to, mineral spirits, oil or paint thinner.
      c. Disposal of wastes into streams or waterways.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. Compatibility:
   1. Compatible with the surface being cleaned.
   2. Recommended by the Manufacturer of the material being cleaned.
   3. As reviewed by Engineer.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

A. General:
   1. Store Materials:
      a. In an orderly arrangement allowing maximum access.
      b. To allow unimpeded drainage and traffic.
      c. Provide for the required protection of materials.
   2. Do not allow accumulation of scrap, debris, waste material and other items not required for construction of the Work.
      a. Remove from Site at least each week and more often if necessary.
      b. Provide adequate storage for materials awaiting removal.
   3. Observe requirements for fire protection and protection of the environment.

B. Site:
   1. Daily, and more often if necessary:
      a. Inspect the Site.
      b. Pick up scrap, debris and waste material; remove such items to the place designated for their storage.
   2. Weekly, and more often if necessary:
      a. Inspect arrangements of materials stored on Site.
      b. Restack or otherwise service arrangements to meet the requirements of paragraph 3.1.A.1 above.
   3. At all times maintain the Site in a neat and orderly condition which meets the approval of Engineer.
   4. Paved Surfaces: Keep clean.

3.2 FINAL CLEANING

A. Definitions for Clean: The level of cleanliness generally provided by commercial building maintenance subcontractors using commercial quality building maintenance equipment and materials.

B. Prior to Completion of the Work:
   1. Remove from the Site all tools, surplus materials, equipment, scrap, debris and waste.
   2. Conduct final progress cleaning as described in Article 3.1 above.

C. Site:
   1. Unless otherwise specifically directed by Engineer:
      a. Hose down paved areas on Site and public sidewalks directly adjacent to the Site.
      b. Rake clean other surfaces of the grounds.
   2. Remove resultant debris.

D. Timing: Schedule final cleaning as approved by Engineer to enable Owner to accept a completely clean Project.

END OF SECTION 01 74 00

SECTION 01 77 00 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the instructions for and the responsibilities of each party in contract closeout.

B. Related Section includes Certificate of Substantial Completion.

1.3 SUBSTANTIAL COMPLETION

A. Contractor: When Contractor considers that the Work or any portion of the Work is ready for its intended use, Contractor shall submit:
   1. Written certification to Engineer and Owner that the Work, or designated portion of the Work, is substantially complete.
   2. A list of major items to be completed or corrected.
   3. Request that Engineer issue a certificate of Substantial Completion.

B. Engineer's Inspection: Engineer will make an inspection:
   1. Within 10 days after receipt of certification.
   2. Together with Owner and Contractor.

C. Engineer's Determination of Substantial Completion:
   1. Should Engineer consider the Work or designated portion of the Work substantially complete, the following steps shall be taken:
      a. Contractor shall prepare and submit to Engineer, a list of items to be completed or corrected as determined by the inspection.
      b. Engineer will prepare and deliver to Owner:
         1) A tentative certificate of Substantial Completion.
         2) A tentative list of items to be completed or corrected before final payment.
      c. Owner shall have 7 days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list.
      d. Engineer will, within 14 days after delivery of tentative certificate to Owner, decide:
         1) Not Substantially Complete: Engineer will issue written notice to Contractor stating reasons.
         2) Substantially Complete: Engineer will issue definitive certificate of Substantial Completion and a revised list of items to be corrected or completed.
   2. Should Engineer consider that the Work or designated portion of the Work is not substantially complete, the following steps shall be taken:
      a. Engineer shall notify Contractor in writing stating Engineer's reasons.
      b. Contractor shall complete the Work and send a second written notice to Engineer certifying that the Project, or designated portion of the Project, is substantially complete.
      c. Engineer and Owner will reinspect the Work.

D. Division of Responsibilities:
   1. Engineer:
      a. At the time of delivery of tentative certificate of Substantial Completion.
      b. Deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment with respect to:
         1) Security.
         2) Operation.
         3) Safety.
         4) Protection of the Work.
         5) Maintenance.

6) Heat.
7) Utilities.
8) Insurance.
9) Warranties.

2. Engineer's written recommendation on division of responsibilities shall be binding on Owner and Contractor until final payment unless Owner and Contractor agree otherwise in writing and so notify Engineer prior to Engineer's issuance of a definitive certificate of Substantial Completion.

1.4 FINAL INSPECTION

A. Contractor Certification: Prior to final inspection, Contractor shall submit written certification that:
1. The Contract Documents have been reviewed.
2. The Project has been inspected in compliance with the Contract Documents.
3. Work has been completed in accordance with the Contract Documents.
4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
5. The Project is complete and ready for final inspection.

B. Engineer's Inspection: The Engineer will make final inspection:
1. Within 10 days after receipt of certification.
2. Together with Owner and Contractor.

C. Engineer's Determination of Final Completion:
1. Should Engineer consider the Work complete and ready for final payment in accordance with the requirements of the Contract Documents, Engineer shall request Contractor to make Project closeout submittals.
2. Should Engineer consider the Work not complete and ready for final payment:
a. Engineer shall notify Contractor in writing stating the reasons.
b. Contractor:
1) Take immediate steps to remedy the stated deficiencies.
2) Send a second written notice to Engineer certifying that the Work is complete.
c. Engineer and Owner will reinspect the Work.

1.5 REINSPECTION COSTS

A. Should Engineer be required to perform second inspections because of failure of the Work to comply with the original certifications of Contractor, Owner will compensate Engineer for additional services and deduct the amount paid from payment or payments to Contractor.

1.6 ADDITIONAL INSPECTION COSTS

A. Substantial Completion: Owner will compensate Engineer for inspection services rendered between the scheduled date of Substantial Completion and the actual date of Substantial Completion and deduct the amounts paid from payment or payments to Contractor.

B. Final Completion: Owner will compensate Engineer for inspection services rendered between the scheduled date of final completion and the actual date of final completion and deduct the amounts paid from payment or payments to Contractor.

1.7 CLOSEOUT SUBMITTALS

A. Contractor:
1. Provide closeout submittals as required in the Contract Documents.
2. These submittals shall include, but not necessarily be limited to:
a. Project record documents.
b. Operation and maintenance manuals.
c. Guarantees.
d. Spare parts and maintenance materials.
e. Instruction in operation of all systems.

1.8 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

A. Affidavits:
   1. Submit with final Application for Payment an affidavit of payment of debts and release of claims.
   2. Affidavit shall include:
      a. Contractor's release or waiver of lien.
      b. Consent of surety of final payment.

B. Execution: All submittals shall be duly executed before delivery to Engineer.

1.9 FINAL ADJUSTMENT OF ACCOUNTS

A. Final Statement: Submit a final statement of accounting, which reflects all adjustments, to Engineer. This statement shall contain the following:
   1. Original Contract Price.
   2. Additions and deductions.
   3. Total Contract Price as adjusted.
   4. Previous payments.
   5. Sum remaining due.

B. Final Change Order: Engineer will prepare a final Change Order reflecting approved adjustments to the Contract Price not previously made by Change Orders.

1.10 FINAL APPLICATION FOR PAYMENT

A. Contractor shall submit a final Application for Payment in accordance with the requirements of the Contract Documents.

B. Disposition of Final Application for Payment:
   1. If the final Application for Payment and the Work are acceptable in accordance with the Contract Documents:
      a. Engineer will, within 10 days after receipt of the Application for Payment:
         1) Submit to Owner a written recommendation for payment.
         2) Submit to Owner and Contractor a written notice that the Work is acceptable subject to the provisions of the General Conditions.
      b. Owner will, within 30 days after receipt of the Application for Payment and Engineer's recommendation in accordance with the Contract Documents, pay to Contractor the amount recommended.
   2. If the Application for Payment, the Work or both are unacceptable:
      a. Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment.
      b. Contractor shall make the necessary corrections and resubmit the Application for Payment.
   3. Final Completion Delayed:
      a. Upon receipt of Contractor's final Application for Payment and recommendation by Engineer, Owner shall make payment of the balance due for that portion of the Work fully completed and accepted if Engineer confirms that final completion of the Work is significantly delayed through no fault of Contractor.
      b. Payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
      c. Contractor shall submit with the Application for Payment written consent of surety if the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01 77 00

SECTION 01 78 39 – PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes procedures for the maintenance, recording and submittal of Project record documents.

1.3 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Storage:
   1. Store documents and Samples in Contractor's field office apart from documents used for construction.
   2. Provide files and racks for storage of documents.
   3. Provide locked cabinet or secure storage space for storage of Samples.

B. Filing: File record documents in accordance with CSI Masterformat.

C. Maintenance:
   1. Maintain documents in a clean, dry, legible condition and in good order.
   2. Do not use record documents for construction purposes.

D. Availability: Make documents and Samples available at all times for inspection by Engineer.

1.4 RECORDING

A. Labeling: Label each document "PROJECT RECORD" in neat large printed letters.

B. Recording:
   1. Record actual revisions to the Work.
   2. Record information concurrently with construction progress.
   3. Do not conceal any work until required information is recorded.

C. Drawings:
   1. Legibly mark, with notes or graphic representations, to record actual construction.
      a. Depths of various elements of foundation in relation to approved datum.
      b. Horizontal and vertical locations of Underground Facilities and appurtenances, referenced to permanent surface improvements.
      c. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
      d. Field changes of dimension and detail.
      e. Changes made by Field Order, Work Change Directive or Change Order.
      f. Details not on original Contract Drawings.
   2. After Engineer's review of the record drawings, transfer all marks to a set of electronic documents provided by Engineer.

1.5 SUBMITTAL

A. Delivery:
   1. At Contract closeout, deliver record documents to Engineer for Owner.
   2. Submit only Contract Documents marked up. Three dimensional models, shop drawings, or other representations of the Project created by the Contractor from the Contract Documents will not be accepted.

B. Transmittal Letter:
   1. Accompany submittal with transmittal letter in duplicate, containing:
      a. Date.
      b. Project title and number.
      c. Contractor's name and address.
      d. Title and number of each Record Document.
      e. Signature of Contractor or their authorized representative.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01 78 39

SECTION 33 01 32 – TV INSPECTION OF SEWER PIPELINES AND MANHOLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the television inspection of sanitary and storm sewer pipelines and manholes, curb inlets, and catch basins to determine the detailed condition and to collect data of every notable feature, defect, or other important information. The sewer line sections shall be visually inspected by means of a pan and tilt closed-circuit television camera. The inspection will be done on one sewer section at a time and the flow in the section being inspected will be suitably controlled as specified.

1.3 UNIT PRICE – MEASUREMENT AND PAYMENT

A. Basis of Measurement: Shall be Lineal Foot.

B. Basis of Payment: Includes supplying of televising equipment, setup, inspection, flow and traffic control and hard and electronic copies of reports.

1.4 SUBMITTALS

A. Informational Submittals: For Audio-video Recordings: Submit the following for the specified pipelines.
   1. Copy of PACP and MACP Certifications for Sewer Televising Personnel.
   2. Two hard copies of PACP and MACP CCTV Reports/Logs.
   3. Two electronic copies of televising program including PACP Database, all video pipe recordings, reports, calculations and rankings on 2 separate Flash Drives or Portable Hard Drives.

1.5 QUALITY ASSURANCE

A. Operational Personnel Qualifications:
   1. Inspection shall be performed in accordance with the most current NASSCO PACP and MACP.
   2. Inspection shall be performed by NASSCO PACP and MACP certified operators and experienced in all aspects of sewer inspection and capable of making accurate observations and coding all conditions that may be encountered in sewers.
   3. The inspection contractor must have an internal quality assurance/quality control program in place and all inspection data shall be subjected to the procedures prior to submittal to the Owner. The Engineer will perform QA/QC audits on submitted data. Coding accuracy will be a function of the number of defects or construction features not recorded or omitted as well as the correctness of coding and classifications recorded. Coding accuracy will meet the following requirements:
      a. Header accuracy: 95%.
      b. Detail/ defect coding accuracy: 85%.
         1) Inspections failing to meet these criteria will be rejected, re-inspected if required, recoded, and resubmitted at no additional cost to the Owner.

B. Contractor or Proposed Subcontractor's Qualifications:
   1. For the portion of the Work proposed to be contracted to them, shall:
      a. Have a minimum of 3 years of experience in the field of sewer pipeline and manhole inspection by means of CCTV and have the required capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract Documents.

b. Have successfully carried out work similar in nature, scope and value to the Work and demonstrate that within the past 3 consecutive years prior to the Bid, the Contractor has successfully completed over 500,000 feet of previous CCTV on sewers for condition assessment purposes. Inspection of new infrastructure for acceptance purposes shall not be deemed as representative experience. For each project submitted to meet the experience requirements, indicate the following:
   1) Name and location of project.
   2) Name, address, and telephone number of Owner or Engineer.
   3) Brief description of work to include length and diameter of pipelines inspected.
   4) Amount of contract.
   5) Date of Completion

2. The Contractor shall submit, for Owner's approval, documentation to demonstrate the following experience of the staff proposed for this Project:
   a. Operator certification documentation of each CCTV operator's NASSCO PACP certificate and for manhole inspectors, MACP certificate. The PACP and MACP certificate for all Operators performing work on this project shall be current on the day of the Contractor's submission and shall remain current throughout the performance of this work.
   b. Documentation of supervisors' and operators' training certifications, listing of completed projects, and a minimum of 5 years of experience in the internal CCTV inspection of sewers.

C. Television Inspection: Camera Operative in Submerged Conditions.
   1. Minimum 460H and 400V line resolution video picture.
   2. Video: MPG format compatible with playback on any standard computer.

PART 2 - PRODUCTS

2.1 EQUIPMENT

A. Sewer CCTV Video Inspection Equipment:
   1. The color television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe for a distance of 5 full pipe diameters down the sewer. The camera shall be operative in 100% humidity conditions, and have a high resolution lens capable of scanning 360 degrees circumference and 270 degrees in a horizontal axis to televise sewer lines and laterals.
      a. An unclear picture due to the lack of lighting or the presence of fog, steam, or excessive humidity will be considered unsatisfactory. The Contractor is responsible for identifying and implementing corrective actions to obtain suitable video quality.
   2. The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the Owner's Representative; and if unsatisfactory, equipment shall be removed. No payment will be made for an unsatisfactory inspection.
   3. The inspection equipment shall be capable of inspecting a minimum 1,000 linear feet of sewer line without access to a manhole in between. The inspection equipment shall have an accurate footage counter that displays on a remote monitor the exact distance of the camera from the centerline of the starting manhole.

2.2 SOFTWARE

A. CCTV software shall be NASSCO-PACP Certified.

PART 3 - EXECUTION

3.1 TELEVISION INSPECTION

A. Sewer Flow Control:
   1. The Contractor shall reduce the flow by use of pipe plugging or bypass pumping when necessary while maintaining un-interrupted sewer flow to local users. The Contractor must display at least 75% of the pipe wall at all times during inspection so that defects, features, and other notable information can be collected or to keep the camera lens above the water surface, whichever is less.
   2. Plugging or Blocking - A sewer line plug shall be inserted into the line upstream of the section being worked. The plug shall be so designated that all or any portion of the sewage can be released. During

television inspection, flow shall be reduced to within the limits specified above. After the work has been completed, flow shall be restored to normal.

3. When pumping and bypassing is required, the Contractor shall supply the pumps, conduits, and other equipment to divert the flow of sewage around the manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during a rainstorm. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum.
   a. Provide sufficient pumping capacity to meet peak dry weather flow of 400 gpm and a peak wet weather flow of 1,200 gpm.
4. When flow in a sewer line is plugged, blocked, or bypassed, sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved. At no time shall sewage be pumped in or allowed to flow into a catch basin, storm sewer, or open watercourse.

B. Sewer Cleaning: Clean pipelines prior to televising using an approved method in accordance with the specification for Sewer Cleaning. Cleaning must be done so that at least 90% of the pipeline is free of solids, sediment, or debris.

C. Traffic Control: Provide traffic control measures in accordance with state and local regulations including obtaining necessary permits and payment of associated permit fees.

D. Inspection:
   1. Move camera through pipe line at a uniform rate.
   2. The camera should be centered in the pipe to provide accurate measurements.
   3. Speed of travel shall be slow enough to inspect each pipe joint, tee connection, structural deterioration, infiltration and inflow source, and deposits, but shall not exceed 30 feet per minute.
   4. Stop camera as necessary to ensure proper documentation of pipe's conditions.
   5. When coding defective taps, the Contractor shall conform to NASSCO requirements and shall note the most significant observed defect seen within the laterals within the remarks column having appropriate dimensioning, percentage values and clock references relating to its defect.
   6. Video shall be continuously monitored from manhole to manhole.
   7. If during the inspection operation, the camera will not pass through the entire manhole section, the Contractor shall set up equipment so that the inspection can be performed from the opposite manhole.
   8. If the camera encounters a dip in the sewer such that water is standing above the springline of the sewer pipe, or if the camera lens becomes submerged because of a dip, the camera rig shall be withdrawn from the sewer and inserted from the other end as far as possible. At all times, backflooding into the reach from the adjacent section shall be prevented.
   9. Television inspection shall be performed during low flow conditions. The Engineer will reject any inspection that, because of high flow conditions or any other reason, does not produce an effective survey of the sewer pipe. If the water level is greater than 25 percent of the pipe diameter, conventional television inspection shall not be attempted without prior approval from the Engineer. Alternative inspection methods should be presented to the Engineer.
   10. If a new manhole is discovered in the field that was not on current maps, a new manhole identification number will be assigned by Owner. The Owner shall assign the manhole the next number above the highest manhole number within the sub area. The data / video files shall then be re-named to include the new MH ID, and a new CCTV inspection shall be started from the new MH ID. Contractor shall consult with the Owner for assignment of new manhole identification numbers. Contractor shall note in the inspection form comments that a new manhole ID has been assigned as well as provide a marked-up map indicating the newly found manhole and assigned manhole ID.
   11. Televising shall not be performed if there is fog in the sewer such as occurs during cold weather conditions.

E. Documentation:
   1. Television Inspection Logs/Database:
      a. Rate sewer using PACP Coding in accordance with NASSCO Standards.
      b. Rate manholes using MACP Coding in accordance with NASSCO Standards.
      c. Record:
         1) Project name.
         2) Municipality.

3) Inspector's name.
4) Inspector PACP Certification Number.
5) Date and time of recording.
6) Upstream manhole number (in accordance with municipality GIS numbering system) and location.
7) Pipe number (in accordance with municipality GIS numbering system).
8) Size and type of pipe.
9) Length of the line from manhole to manhole.
10) Direction of flow.
11) Downstream manhole number (in accordance with municipality GIS numbering system) and location.

d. List the location, in relation to starting point, of:
1) Unusual conditions.
2) Active and inactive service connections.
3) Roots.
4) Collapsed sections.
5) Presence of scale and corrosion.
6) Cracks or fractures.
7) Wide joints.
8) Obvious infiltration and inflow sources.
9) Other discernible features in accordance with PACP standards.

2. Video Records:
a. At the Start of Each Run Display:
1) Project name.
2) Municipality.
3) Inspector's name.
4) Date and time of recording.
5) Upstream manhole number (in accordance with municipality GIS numbering system) and location.
6) Pipe number (in accordance with municipality GIS numbering system).
7) Size and type of pipe.
8) Direction of flow.

b. During the Run Display continuously and simultaneously generated transparent digital information including:
1) Distance from starting point.
2) Discernible features in accordance with PACP standards.

3. Deliverables:
a. The Engineer and/or Owner shall provide a copy of the City's Geographic Information Systems (GIS) sewer structure and pipe features in ESRI shapefile or geodatabase format. The Contractor shall be required to use the GIS data to identify the manhole and pipe numbering system and format. A sample electronic copy of the PACP Database, video pipe recordings, reports, calculations and rankings shall be provided to the Engineer for review and approval prior to start of any field work. The database shall be capable of being opened in Microsoft Access and information including rankings shall be capable of being exported for use by the Engineer. The Contractor shall work with the Engineer to verify that the PACP database can be linked to the City's GIS sewer features. Revisions requested by the Engineer and/or Owner shall be incorporated into the reports/logs and database at no additional cost.

b. Electronic copies of the database and video recordings shall be delivered to the Engineer using a flash drive within 10 working days of the televising of that sewer segment. Contractor and Engineer shall agree in advance of location and time of the bi-weekly deliveries.

c. At the conclusion of the Sewer Televising, 2 hard copies of the PACP CCTV Reports/Logs shall be delivered to the Engineer within 15 working days of completion of all fieldwork. The completed logs shall be placed in 3-ring binders with proper tabs and report cover.

d. At the conclusion of the Sewer and manhole Televising, 2 electronic copies of the entire and final televising program including PACP Database, video pipe recordings, reports, calculations and rankings shall be provided to the Engineer on 2 separate Flash Drives or Portable Hard Drives. Each drive shall contain the entire package of information in 1 database. The data shall be provided within 15 working days of completion of field work. The information shall not be split into several drives. The Flash Drives or Portable Hard Drives and information within it shall become the property of the Owner.

END OF SECTION 33 01 32

SECTION 33 01 33 – SEWER LINE CLEANING FOR TELEVISING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.2 SUMMARY

A. This Section includes sewer line cleaning for televising. The intent of sewer line cleaning is to remove foreign materials from the lines such as bricks, rocks, dirt, grease, settled deposits (sand and grit), solids, fine roots, and other debris using a high-pressure water jetter in order to restore the sewer to a minimum of 90% of the original carrying capacity and as required to conduct a NASSCO compliant inspection.

1.3 UNIT PRICE – MEASUREMENT AND PAYMENT

A. Basis of Measurement: Shall be included in the price of sewer cleaning on a per foot basis. Heavy cleaning will be paid separately on a per foot basis.

B. Basis of Payment: Clean Sewer of the size specified in the proposal. Includes supplying of equipment and personnel needed for cleaning of pipe, setup, application, flow control, water usage, dislodging material from the sewer pipe, and the transport and disposal of removed sediment and debris. A disposal site will not be provided by the Owner.

PART 2 - PRODUCTS

2.1 CLEANING EQUIPMENT

A. The equipment used for sewer cleaning shall be capable of removing all dirt, grease, rocks, roots and other deleterious materials. The equipment shall be selected by the Contractor to prevent damage to the pipe. The equipment may include high velocity water jetting equipment, vacuum machines, hydraulically propelled equipment, or mechanically powered equipment. If a rodding unit is used, it shall be able to pull brushes, swabs and other cleaning equipment as well as the television camera. The rodding unit shall have a footage meter attached so that the location of the cleaning tools and/or television camera will be known at all times. Necessary pulleys and supports shall be installed in manholes so as not to restrict the cleaning operation or damage existing manholes. Where bucket machines and buckets are to be used, caution should be taken that a proper sized flexible cable is used so that cable breakage will not occur.

B. Cleaning equipment capable of cleaning lengths up to 1,000 feet shall be provided. Equipment must be able to clean the length with vehicular access to one manhole only.

C. Cleaning equipment capable of removing roots and deposits from laterals in unlined and lined sewer pipes.

PART 3 - EXECUTION

3.1 CLEANING PRECAUTIONS

A. During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools or tools which retard the flow in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. Damages to the private property which result from backflushing sewer laterals shall be the sole responsibility of the Contractor. When possible, the flow of sewage in the sewer shall be utilized to provide the necessary pressure for hydraulic cleaning devices. When additional water from fire hydrants is necessary to avoid delay in normal work procedures, the water shall be conserved and not used unnecessarily. Use of hydrants shall be approved by the utility owner prior to utilization. Contractor shall utilize a water meter and shall be responsible for the cost of water obtained from hydrants. No fire hydrants shall be obstructed in case of a fire in the area served by the hydrant.

B. During cleaning operations of lined sewers, satisfactory precautions shall be taken to protect the integrity of the liner.

3.2 TRAFFIC CONTROL

A. Provide traffic control measures in accordance with state and local regulations including obtaining necessary permits and payment of associated permit fees.

3.3 NOTIFICATION

A. Notify the Engineer at least 24 hours prior to performing the work detailing the sewer reaches to be cleaned. For multiple day operations, notify the Engineer on a daily basis.

3.4 SEWER CLEANING

A. Sewer cleaning shall consist of removing dirt, grease, rocks, sand, roots and other materials and obstructions from the sewer lines and manholes. Cleaning shall be of the entire reach between manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. Debris removal less than or equal to 25% of pipe cross section is considered light cleaning and will require an unlimited amount of passes of a hydraulic flusher to remove all debris and collect it for removal at a manhole.

B. Debris removal in the sewer that exceeds a 25% cross section of the pipe will be considered heavy cleaning. Provide video documentation of the need for heavy cleaning prior to cleaning operations of that reach of sewer for it to be eligible for additional payment. Owner approval must be given for the use of heavy cleaning.

3.5 ROOT REMOVAL

A. All roots shall be removed from the interior of the sewer by following processes:
   1. Mechanical. Root removal may include the use of mechanical devices, such as rodding machines, expanding root cutters and porcupines, and hydraulic cleaning equipment.

   2. Chemical. Chemical treatment to remove roots may be used. The application of an approved label herbicide to the roots shall be done in accordance with the manufacturer's recommendations such a manner to prevent any damage to the sewer and surrounding vegetation. An damaged sewer or vegetation shall be replaced. All precautions, as recommended by the manufacturer, shall be adhered to concerning handling and application of the herbicide.

3.6 DISPOSAL OF MATERIALS

A. Sludge, dirt, sand, rocks, grease, roots and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section shall not be permitted.

B. Material shall be removed from the Site no less often than at the end of each workday. Under no circumstances will the Contractor be allowed to accumulate debris, etc., on the Site of work beyond the stated time, except in totally enclosed containers and as approved by the Owner.

3.7 STREET CLEANLINESS

A. Clean and keep clean the streets, the work area and public or private property occupied by the Contractor, from waste materials, refuse, mud, etc., resulting from the Contractor's operations. Should the Contractor be negligent of their duties in maintaining the proper street cleanliness, the Owner will take necessary steps to perform such cleaning and shall charge the Contractor for the costs.

3.8 FINAL ACCEPTANCE

A. Acceptance of sewer line cleaning shall be made upon the successful completion of the television inspection which shall be to the satisfaction of the Engineer. If, in the opinion of the Engineer, the television inspection is unsatisfactory due to insufficient cleaning, the Contractor shall be required to re-clean and re-inspect the sewer line, at no cost to the Owner, until the televised inspection is shown to be satisfactory.

END OF SECTION 33 01 33

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: 2/3/2026

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	CCTV and Sanitary Sewer Cleaning
Site Address	Various locations throughout the city
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	
Estimated Total Overall Project Cost	$225,898.37
Type of Financing	General
Type of Construction	OldConstruction
This Project is	Residential
Expected Date of Contract Award	03/03/2026
Projected Completion Date	12/03/2026
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:

Company:[1)] _____

Address: _____

City, State, Zip _____

Phone No: _____

☐ Check if Subcontractor[1)]

If Sub, GC/Prime Contractor Name: _____

Public Authority (Owner): _____

Contract No: _____

Project Name & Location: _____

Payroll No: _____

Week Ending: _____

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																				
		ST																				
		OT																				
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		OT																				
		ST																				

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 _____

[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 #: LCN02-2025ib

Craft: Asbestos Worker

Effective Date: 7/30/2025

Effective Date: 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 #: LCN01-2024ib

Craft: Bricklayer

Effective Date: 6/5/2024

Effective Date: 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 #: LCN01-2025ib

Craft: Cement Mason

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												
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 #: LCN01-2025ib

Craft: Cement Mason

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												
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 #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN02-2025ib	Electrical	8/13/2025	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	$106.30
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 #: 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	$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 #:	**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												
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 #: LCN02-2025ib

Craft: Painter

Effective Date: 11/12/2025

Effective Date: 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 #: LCN01-2025ib

Craft: Painter

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											
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 #:	**Craft:**	**Effective Date:**	**Effective Date:**
LCN01-2025ib	Plumber Pipefitter	12/10/2025	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 #: LCN01-2025ib

Craft: Sheet Metal Worker

Effective Date: 6/11/2025

Effective Date: 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 #:	**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 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:

$362,123.65

Number

CCTV and Sanitary Sewer Cleaning Project

Deadline

03/10/2026 11:00 AM EDT

Vendor

Visu-Sewer, LLC.

Submitted

03/10/2026 09:25 AM EDT

Signed by

Lisa Schulze

Opened

03/10/2026 11:05 AM EDT **By** angela.roth@gahanna.gov

Description

The base bid Project consists of CCTV and Sanitary Sewer Cleaning including all labor, materials, and equipment necessary to complete the project. Deliverables will include reports, CCTV footage, and GIS condition ratings linked to the camera footage. It is anticipated that the completion of all CCTV, sewer inspection, and cleaning will occur within nine (9) months.

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 Supplemental Specification CCTV.pdf (1.23 MB)

Appendix A-2 2026 Event Calendar.pdf (25.8 KB)

Appendix B-1 Register Project - Prevailing Wage.pdf (103 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 Sanitary Map.pdf (4.29 MB)

Appendix D-2 Sanitary Asset Table.pdf (236 KB)

Appendix D-3 Storm Map.pdf (3.58 MB)

Appendix D-4 Storm Asset Table.pdf (242 KB)

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

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

Appendix F - CMS Supplement.pdf (137 KB)

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

Addendum #1 CCTV and Sanitary Sewer Project.pdf (94.8 KB)

Addendum #2 CCTV and Sanitary Sewer Project.pdf (89.7 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: *

50 Years - Visu-Sewer, LLC

(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. *

10/23/2023 - Visu-Sewer, LLC
10/01/2008 - Visu-Sewer, Inc.
05/09/1975 - Visu-Sewer Clean & Seal, Inc.

(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." *

N/A

(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." *

Visu-Sewer, LLC is the Sole Member

(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, NAICS Code 237110 - Water and Sewer Line and Related Structures Construction Industry

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

Wisconsin

EXPERIENCE:

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

Sewer Cleaning and Televising, CIPP Installation, Chemical Grouting, Manhole Rehabilitation

(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." *

None

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." *

None

(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. *

N/A

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. *

$7,000,000

(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." *

None

(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." *

None

(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." *

Visu-Sewer of Ohio is a subsidiary of Visu-Sewer, LLC

(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. *

John Murphy, Division Manager, Responsible for overall operation Visu-Sewer of OH, including scheduling estimating, project management, safety, City of Columbus/614-645-1486, Ohio Expo Center/614-487-1650, Village of Minerva/614-888-3100
Kyle Hollis, CCTV Operator/Field Superintendent, Field Technician and CCTV Operator foreman for 11 Years, Ohio Expo Center/614-487-1650, Village of Minerva/614-888-3100, City of Columbus/614-645-1486
Glen Wirtz, CCTV Operator/Testing Operator, Field Technician, CCTV and Testing Operator for Over 15 Years, Ohio Expo Center/614-487-1650, Village of Minerva/614-888-3100, City of Columbus/614-645-1486

REFERENCES:

(a) List all trade references. *

City of London, OH - Rick Duncan 740-852-0280
TD Engineering - Steve Darmofal 419-265-2400
BLD Services - Jeremy Ingle 614-746-0588

(b) List all bank references. *

Town Bank
850 W. North Shore Dr.
Hartland, WI 53029
Bill Stone 262-369-8833

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

SirusPoint America Insurance Company
Marsh & MCLennan Agency
17335 Golf parkway, Suite 450
Brookfield, WI 53045

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. *

Baker Tilly US, LLP
790 N. Water Street, Suite 2000
Milwaukee, WI 53202
12-31-2024

(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). *

Visu-Sewer Group Holdings LLC - Parent
Visu-Sewer, LLC - Wholly Owned Subsidiary
Visu-Sewer of Ohio LLC - Subsidiary of Visu-Sewer, LLC

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

Yes

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: *

Visu-Sewer of Ohio LLC

Signature: *

Keith M. Alexander

Date: *

March 10, 2026

Printed Name and Title: *

Keith M. Alexander, President/CEO

CONTRACTOR'S QUALIFICATION STATEMENT (FINANCIAL STATEMENT UPLOAD)

Name	Omission Terms	Submitted File
Financial Statement Upload Financial Statement Upload		Financial Statement 12-31-24.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)		Addendum #1 & 2.pdf
Additional Material Upload #2 Optional Upload as Needed (10MB limit)		Gahanna Attachment E.pdf
Additional Material Upload #3 Optional Upload as Needed (10MB limit)		Gahanna Attachment G.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. *

None

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: *

No bid

County of (ss): *

No bid

_____,

being first duly sworn, *

No bid

deposes and says that he or she is Secretary of

_____, *

No bid

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

_____, *

No bid

and having its principal office at

_____ **(Address), ***

No bid

_____

(City), *

No bid

_____	_____
(County), *	**(State). ***
No bid	No bid

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

No bid

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

No bid

_____ (Title) *

No bid

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

No bid

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

No bid

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

No bid

Signature: *

No bid

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

State of: *

Wisconsin

County of (ss): *

Waukesha

_____, Affiant, *

Keith M. Alexander

being first duly sworn, deposes and says:

1. I am the (Title): *

President/CEO

of (Contractor): *

Visu-Sewer of Ohio LLC

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

6508 Taylor Road, SW - Reynoldsburg, OH 43068

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

4. Effective this _____ day: *

10th

of_____: *

March

20_____: *

26

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:

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

County:

N/A

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

$.00

Signature: *

Keith M. Alexander

NONCOLLUSION AFFIDAVIT

State of: *

Wisconsin

County of (ss): *

Waukesha

Contractor, *

Keith M. Alexanader

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

president

of

(company name), *

Visu-Sewer of Ohio LLC

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: *

Keith M. Alexander

ESCROW WAIVER

Contractor, *

Visu-Sewer of Ohio LLC

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: *

Keith M. Alexander

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)		Bid Guaranty and Contract Bond.pdf
Surety Company's Power of Attorney Power of attorney for surety company		Power of Attorney for Surety Company.pdf
Surety Company's Financial Statement Financial statement for surety company		Financial Statement for Surety Company.pdf

4 Required Documents

Name	Omission Terms	Submitted File
Surety Company's Certificate of Complaince from the Ohio Department of Insurance Certificate of complaince from the Ohio Department of Insurance for surety company		Certificate of Compliance from the Ohio Dept of Insurance.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: *

Visu-Sewer of Ohio LLC

Bidder is: *

partnership

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

Keith M. Alexander, President/CEO

Address: *

6508 Taylor Road SW

City *

Reynoldsburg

State *	**Zip ***
OH	43,068

Telephone Number: *	**Fax Number:**
(614) 575-0065	(614) 575-0765

Federal Tax ID Number: *

[redacted]

Signature: *

Keith M. Alexander

Date: *

March 10, 2026

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:

Fort Point Capital & Co Investors - 185 Dartmouth Street, 10th floor, Boston, Ma 02116

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: 1

Name and Address:

KDD Seller, Inc - W230 N4855 Betker Drive, Pewaukee, WI 53072

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

$362,123.65

Ref #	Item #	Description	Qty	Unit	Material	Labor	Extension
Alternates are not included in bid total.							
1	624	Mobilization	1.00	LS	$0.00	$7,000.00	$7,000.00
2	614	Maintenance of Traffic	1.00	LS	$0.00	$1,000.00	$1,000.00
3	SS-3	By-Pass Pumping (as directed)	60.00	HR	$0.00	$300.00	$18,000.00
4	33 01 33	12" Storm Sewer Cleaning	2,710.00	LF	$0.00	$2.65	$7,181.50
							Total: $362,123.65

Ref #	Item #	Description	Qty	Unit	Material	Labor	Extension
5	33 01 33	15" Storm Sewer Cleaning	4,347.00	LF	$0.00	$2.65	$11,519.55
6	33 01 33	18" Storm Sewer Cleaning	1,617.00	LF	$0.00	$2.65	$4,285.05
7	33 01 33	21" Storm Sewer Cleaning	1,630.00	LF	$0.00	$2.15	$3,504.50
8	33 01 33	24" Storm Sewer Cleaning	1,642.00	LF	$0.00	$2.15	$3,530.30
9	33 01 33	27" Storm Sewer Cleaning	337.00	LF	$0.00	$2.15	$724.55
10	33 01 33	30" Storm Sewer Cleaning	1,623.00	LF	$0.00	$2.75	$4,463.25
11	33 01 33	Unknown Size Storm Sewer Cleaning	205.00	LF	$0.00	$4.00	$820.00
12	33 01 33	Heavy Storm Sewer Cleaning (as directed)	4,000.00	LF	$0.00	$5.00	$20,000.00
13	33 01 33	Storm Sewer Root Removal/ Chemical Treatment (as directed)	40.00	HR	$470.00	$800.00	$50,800.00
14	33 01 33	8" Sanitary Sewer Cleaning	20,959.00	LF	$0.00	$1.90	$39,822.10
15	33 01 33	10" Sanitary Sewer Cleaning	1,203.00	LF	$0.00	$1.90	$2,285.70
16	33 01 33	12" Sanitary Sewer	1,519.00	LF	$0.00	$1.90	$2,886.10

Total: $362,123.65

Ref #	Item #	Description	Qty	Unit	Material	Labor	Extension
		Cleaning					
17	33 01 33	15" Sanitary Sewer Cleaning	1,159.00	LF	$0.00	$2.70	$3,129.30
18	33 01 33	18" Sanitary Sewer Cleaning	3,749.00	LF	$0.00	$2.70	$10,122.30
19	33 01 33	21" Sanitary Sewer Cleaning	286.00	LF	$0.00	$8.15	$2,330.90
20	33 01 33	Heavy Sanitary Sewer Cleaning (as directed)	7,270.00	LF	$0.00	$4.00	$29,080.00
21	33 01 33	Sanitary Sewer Root Removal/ Chemical Treatment (as directed)	40.00	HR	$470.00	$800.00	$50,800.00
22	33 01 32	12" Storm Sewer Video Recording	2,710.00	LF	$0.00	$1.80	$4,878.00
23	33 01 32	15" Storm Sewer Video Recording	4,347.00	LF	$0.00	$1.80	$7,824.60
24	33 01 32	18" Storm Sewer Video Recording	1,617.00	LF	$0.00	$1.80	$2,910.60
25	33 01 32	21" Storm Sewer Video Recording	1,630.00	LF	$0.00	$1.80	$2,934.00
26	33 01 32	24" Storm Sewer Video Recording	1,642.00	LF	$0.00	$1.80	$2,955.60
							Total: $362,123.65

Ref #	Item #	Description	Qty	Unit	Material	Labor	Extension
27	33 01 32	27" Storm Sewer Video Recording	337.00	LF	$0.00	$1.80	$606.60
28	33 01 32	30" Storm Sewer Video Recording	1,623.00	LF	$0.00	$1.80	$2,921.40
29	33 01 32	8" Sanitary Sewer Video Recording	20,959.00	LF	$0.00	$1.65	$34,582.35
30	33 01 32	10" Sanitary Sewer Video Recording	1,203.00	LF	$0.00	$1.65	$1,984.95
31	33 01 32	12" Sanitary Sewer Video Recording	1,519.00	LF	$0.00	$1.65	$2,506.35
32	33 01 32	15" Sanitary Sewer Video Recording	1,519.00	LF	$0.00	$1.65	$2,506.35
33	33 01 32	18" Sanitary Sewer Video Recording	3,749.00	LF	$0.00	$1.65	$6,185.85
34	33 01 32	21" Sanitary Sewer Video Recording	286.00	LF	$0.00	$1.65	$471.90
35	33 01 32	Unknown Size Storm Sewer Video Recording	205.00	LF	$0.00	$4.00	$820.00
36	33 01 32	Curb Inlet Inspection including GPS	72.00	EA	$0.00	$50.00	$3,600.00
37	33 01 32	Catch Basin	9.00	EA	$0.00	$50.00	$450.00

Total: $362,123.65

Ref #	Item #	Description	Qty	Unit	Material	Labor	Extension
		Inspection including GPS					
38	33 01 32	Storm Manhole Inspection Including GPS	36.00	EA	$0.00	$50.00	$1,800.00
39	33 01 32	Sanitary Manhole Inspection Including GPS	178.00	EA	$0.00	$50.00	$8,900.00
							Total: $362,123.65

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:

bakertilly

Visu-Sewer Group Holdings, LLC

Consolidated Financial Statements and
Supplementary Information

December 31, 2024 and 2023

Visu-Sewer Group Holdings, LLC and Subsidiaries

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December 31, 2024 and 2023

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Independent Auditors' Report

To the Members and Board of Directors of
Visu-Sewer Group Holdings, LLC

Opinion

We have audited the consolidated financial statements of Visu-Sewer Group Holdings, LLC (the Company), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of operations, members' equity and cash flows for the year ended December 31, 2024, the period from November 9, 2023 through December 31, 2023 and the predecessor period from January 1, 2023 through November 8, 2023, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023 and the results of its operations and its cash flows for the year ended December 31, 2024, the period from November 9, 2023 through December 31, 2023 and the predecessor period from January 1, 2023 through November 8, 2023 in accordance with accounting principles generally accepted in the United States of America (GAAP).

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with GAAP, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Baker Tilly US, LLP

Milwaukee, Wisconsin
April 7, 2025

By:	Corey Tremaine, Principal
Address:	790 N Water Street, Suite 2000 Milwaukee, WI 53202
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Telephone:	1.414.777.5422
State:	Wisconsin
Date:	April 7, 2025
Type or Print Name:	Corey Tremaine

Visu-Sewer Group Holdings, LLC and Subsidiaries

Consolidated Balance Sheets
December 31, 2024 and 2023

	2024	2023
Assets		
Current Assets		
Cash and cash equivalents	$ 4,257,339	$ 3,417,211
Restricted cash	345,485	303,006
Contracts receivable	22,203,402	19,256,989
Contract assets:		
Retainage receivable	4,807,840	3,465,602
Costs and estimated earnings in excess of billings	2,003,963	1,600,245
Prepaid expenses	650,910	278,651
Inventory	2,117,996	1,559,093
Total current assets	36,386,935	29,880,797
Property and Equipment, Net	24,416,056	26,028,221
Other Assets		
Investment in closely held businesses	1,088,997	896,160
Tradenames, net	10,630,000	11,830,000
Goodwill, net	53,682,814	59,742,961
Operating lease right-of-use assets, net	2,010,115	2,977,440
Total other assets	67,411,926	75,446,561
Total assets	$ 128,214,917	$ 131,355,579
Liabilities and Members' Equity		
Current Liabilities		
Current maturities of long-term debt	$ 570,000	$ 570,000
Current portion of operating lease liabilities	1,071,350	1,005,323
Accounts payable	8,173,283	7,207,814
Accounts payable, retainage	520,967	580,107
Accrued liabilities	3,924,618	3,105,807
Billings in excess of costs and estimated earnings	3,282,157	2,606,034
Total current liabilities	17,542,375	15,075,085
Long-Term Liabilities		
Long-term debt, net	54,494,488	54,783,262
Operating lease liabilities	955,403	1,972,117
Total long-term liabilities	55,449,891	56,755,379
Total liabilities	72,992,266	71,830,464
Members' Equity	55,222,651	59,525,115
Total liabilities and members' equity	$ 128,214,917	$ 131,355,579

See notes to consolidated financial statements

Visu-Sewer Group Holdings, LLC

Consolidated Statement of Operations
Years Ended December 31, 2024 and 2023

	Year Ended December 31, 2024 (Successor)	Period From November 9, 2023 Through December 31, 2023 (Successor)	Period From January 1, 2023 Through November 8, 2023 (Predecessor)
Revenue Earned	$ 95,141,995	$ 11,595,781	$ 79,859,928
Cost of Construction	72,021,520	8,708,532	64,033,397
Gross profit	23,120,475	2,887,249	15,826,531
Selling, General and Administrative Expenses	23,207,489	2,786,336	14,505,606
Operating income (loss)	(87,014)	100,913	1,320,925
Other Income (Expense)			
Interest expense	(6,764,993)	(1,012,985)	(266,917)
Interest income	30,039	9,503	71,556
Equity in income of investments	292,837	137,730	-
Transaction expense	-	(22,545)	(2,591,331)
Net other expense	(6,442,117)	(888,297)	(2,786,692)
Net loss	$ (6,529,131)	$ (787,384)	$ (1,465,767)

See notes to consolidated financial statements

Visu-Sewer Group Holdings, LLC

Consolidated Statement of Changes in Members' Equity
Years Ended December 31, 2024 and 2023

Balance, January 1, 2023, Predecessor	$ 16,185,978
Distributions predecessor	(1,470,618)
Net loss predecessor	(1,465,767)
Balance, November 8, 2023, Predecessor	13,249,593
Contributions	43,750,000
Distributions	(78,674,945)
Purchase accounting adjustment	81,987,851
Net loss successor	(787,384)
Balance, December 31, 2023, Successor	59,525,115
Incentive compensation	506,667
Issuance of units	1,720,000
Net loss	(6,529,131)
Balance, December 31, 2024, Successor	$ 55,222,651

See notes to consolidated financial statements

Visu-Sewer Group Holdings, LLC

Consolidated Statement of Cash Flows
Years Ended December 31, 2024 and 2023

	Year Ended December 31, 2024 (Successor)	Period From November 9, 2023 Through December 31, 2023 (Successor)	Period From January 1, 2023 Through November 8, 2023 (Predecessor)
Cash Flow From Operating Activities			
Net loss	$ (6,529,131)	$ (787,384)	$ (1,465,767)
Adjustments to reconcile net loss to net cash flows from operating activities:			
Depreciation	5,281,062	783,212	1,717,775
Amortization of intangible assets	7,260,913	1,028,521	30,273
Amortization of debt issuance costs	281,226	40,622	-
Amortization of right of use asset	967,325	-	-
Loss on disposal of equipment	120,694	-	(84,461)
Equity in income of investments	(192,837)	(137,730)	-
Deferred compensation expense	-	(299,136)	176,136
Incentive compensation	506,667	-	-
Changes in assets and liabilities:			
Contracts receivable	(2,946,413)	3,201,959	(7,679,189)
Contract assets	(1,745,956)	(312,094)	(1,103,811)
Prepaid expenses	(372,259)	601,563	(331,725)
Inventory	(558,903)	426,398	(725,576)
Accounts payable including retainage	905,566	(8,621,595)	10,886,136
Contract liabilities	676,123	2,606,034	(292,197)
Operating lease liabilities	(950,687)	-	-
Accrued liabilities	818,808	(13,896,559)	8,540,877
Net cash flows from operating activities	3,522,198	(15,366,189)	9,668,471
Cash Flow From Investing Activities			
Capital expenditures	(3,802,890)	(646,129)	(3,381,222)
Proceeds from sale of assets	13,299	-	-
Net cash flows from investing activities	(3,789,591)	(646,129)	(3,381,222)
Cash Flow From Financing Activities			
Issuance of long-term debt	-	55,312,640	-
Cash used to retire debt	(570,000)	(9,078,205)	-
Contributions	1,720,000	43,750,000	-
Distributions	-	(78,674,945)	(1,470,618)
Net cash flows from financing activities	1,150,000	11,309,490	(1,470,618)
Net change in cash and cash equivalents	882,607	(4,702,828)	4,816,631
Cash and Cash Equivalents, Beginning	3,720,217	8,423,045	3,606,414
Cash and Cash Equivalents, Ending	$ 4,602,824	$ 3,720,217	$ 8,423,045
Noncash Disclosures			
Interest paid	$ 6,834,611	$ -	$ 271,897
Debt issuance costs financed with long-term debt	$ -	$ 1,687,360	$ -
Property, plant and equipment and equity fair value adjustment	$ -	$ 16,462,906	$ -

See notes to consolidated financial statements

1. Summary of Significant Accounting Policies

Nature of Operations

Visu-Sewer Group Holdings, LLC (the Company) is, effective November 8, 2023, the 100% owner of Visu-Sewer Intermediate, LLC, who owns Visu-Sewer, LLC. Visu-Sewer, LLC is a specialty contractor engaged in the inspection and rehabilitation of sewer and other pipe throughout the United States. The work is generally performed under fixed price contracts over six to twelve months.

Principles of Presentation

The accompanying consolidated financial statements include the accounts of the Company and its wholly owned subsidiary Visu-Sewer Intermediate, LLC. Visu-Sewer Intermediate, LLC owns Visu-Sewer, LLC, and its wholly owned subsidiaries Visu-Sewer of Illinois, LLC, Visu-Sewer of Missouri, LLC, Visu-Sewer Water Blasting, LLC, Visu-Sewer East, LLC and Visu-Sewer Ohio, LLC. Visu-Sewer, LLC and its subsidiaries have physical locations in Illinois, Iowa, Minnesota, Missouri, Ohio, Virginia and Wisconsin. Material intercompany accounts and transactions have been eliminated.

Reporting Period

Visu-Sewer, Inc. activity prior to being acquired by the Company is included in the accompanying financial statements and includes activity from January 1, 2023 through November 8, 2023 (predecessor period). With the Company's acquisition of Visu-Sewer, Inc. on November 8, 2023, the activity of the successor Company only includes activity from November 9, 2023 through December 31, 2023 (successor period). Immediately prior to the transaction, the owners of Visu-Sewer, Inc. set up a new entity and contributed their common stock into that entity. Visu-Sewer, Inc. (an S-corporation) was reorganized under the state of Wisconsin under IRC Section 368(a)(1)(F), into Visu-Sewer, LLC, a disregarded entity for income tax purposes. The reorganization was a non-taxable event.

Consolidation (Topic 810): Targeted Improvements to Related Party Guidance for Variable Interest Entities

The Company has adopted FASB ASU No. 2018-17, *Targeted Improvements to Related Party Guidance for Variable Interest Entities*. ASU No. 2018-17 allows a private company to elect to not apply VIE guidance to legal entities under common control (including common control leasing arrangements) if both the parent and the legal entity being evaluated for consolidation are not public business entities. This alternative provides an accounting policy election that a private company must apply to all current and future legal entities under common control that meet the criteria for applying this alternative. The amendments of this update expand the private company alternative provided in ASU No. 2014-07, *Consolidation (Topic 810): Applying Variable Interest Entities Guidance to Common Control Leasing Arrangements*, to not apply the VIE guidance to qualifying common control leasing arrangements, and therefore, the amendments in ASU No. 2014-07 are superseded by the amendments in this update. Additionally, indirect interests held through related parties in common control arrangements should be considered on a proportional basis for determining whether fees paid to decision makers and service providers are variable interests. The Company believes that electing this accounting alternative reduces the cost and complexity of applying VIE guidance to the common control arrangements. As a result of adoption, the common control arrangements are not consolidated into the financial statements.

Income Taxes

The Company is treated as a partnership for federal and state income tax purposes. As such, the Company's income, losses and credits are included in the income tax returns of its members.

The tax effects from an uncertain tax position can be recognized in the financial statements, only if the position is more likely than not to be sustained on audit, based on the technical merits of the position. The Company recognizes the financial statement benefit of a tax position only after determining that the relevant tax authority would more likely that not sustain the position following an audit.

It is the Company's policy to recognize interest and penalties related to unrecognized tax obligations in income tax expense. The Company is not currently under examination by any income taxing jurisdictions.

In Wisconsin and various other states in which the Company performs services, partnerships are allowed to make an annual election to be taxed at the entity level rather than passing through income to be taxed at the owner level. Income taxes presented in the consolidated statements of operations relate to entity level taxes that the Company has elected to make.

Advertising

Advertising costs are charged to operations when incurred. Advertising expense was $63,423 and $65,143 for the years ended December 31, 2024 and 2023, respectively.

Cash and Cash Equivalents

The Company defines cash and cash equivalents as highly liquid, short term investments with a maturity at the date of acquisition of three months or less. Restricted cash relates to letter of credit funds received as part of the total payoff of debt in November 2023 and will be held on deposit with the bank until the original letter of credit is returned.

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the balance sheet that sums to the total of the same such amounts shown in the statement of cash flows:

	2024	2023
Cash and cash equivalents	$ 4,257,339	$ 3,417,211
Restricted cash	345,485	303,006
Total cash and restricted cash	$ 4,602,824	$ 3,720,217

Cash Balances

The Company maintains its cash balances primarily in federally insured financial institutions where the maximum insurable amount of customers' deposits is limited to the insurance limits. At certain times during the year, the balances in these accounts may exceed the insurance limits. The Company has not experienced any losses and does not expect any losses on these deposits.

Current Expected Credit Losses

The Company recognizes an allowance for credit losses for contracts receivable and contract assets (subject assets) to present the net amount expected to be collected as of the balance sheet date. Such allowance is based on the credit losses expected to arise over the life of the asset which includes consideration of past events and historical loss experience, current events and also future events based on our expectation as of the balance sheet date. Subject assets are written off when the Company determined that such subject assets are deemed uncollectible. The Company pools its subject assets based on similar risk characteristics in estimating its expected credit losses. In situations where a subject asset does not share the same risk characteristics with other subject assets, the Company measures those subject assets individually. The Company also continuously evaluates such pooling decisions and adjusts as needed from period to period as risk characteristics change.

In June 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-13, *Financial Instruments—Credit Losses (Topic 326)*. The ASU introduces a new credit loss methodology, Current Expected Credit Losses (CECL), which requires earlier recognition of credit losses, while also providing additional transparency about credit risk. Since its original issuance in 2016, the FASB has issued several updates to the original ASU. The CECL methodology utilizes a lifetime "expected credit loss" measurement objective for the recognition of credit losses at the time the financial asset is originated or acquired. The expected credit losses are adjusted each period for changes in expected lifetime credit losses. The methodology replaces the multiple existing impairment methods in current accounting principles generally accepted in the United States of America (GAAP), which generally require that a loss be incurred before it is recognized.

The Company utilizes the loss rate method in determining its lifetime expected credit losses on its subject assets. This method is used for calculating an estimate of losses based primarily on the Company's historical loss experience. In determining its loss rates, the Company evaluates information related to its historical losses, adjusted for current conditions and further adjusted for the period of time that can be reasonably forecasted. Qualitative and quantitative adjustments related to current conditions and the reasonable and supportable forecast period consider all the following: past due receivables, customer creditworthiness, changes in the terms of receivables, effect of other external forces such as competition, and legal and regulatory requirements.

Contracts Receivable and Credit Policies

In the normal course of business, the Company extends limited unsecured credit to its customers. Contracts receivable are uncollateralized customer obligations resulting from the performance of inspections or construction contracts. In accordance with industry practice, contracts receivable include retentions, a portion of which may not be realized within one year. Balances are based on terms of the contract. The Company provides a general allowance for credit losses, which is based upon a review of their receivable listing, historical collection information and economic conditions. Normal contracts receivable are due in varying terms based on the individual contracts. Payments of contracts receivable are applied to the specific invoices identified on the customers remittance advice or, if unspecified, to the earliest unpaid invoices. Contract receivables are written-off only after all collection attempts have failed and are based on the individual credit evaluation and specific circumstances of the customer. Recoveries of contract receivables previously written-off are recorded when received. An estimated allowance for credit losses of $85,000 and $50,000 has been recorded by management against contracts receivable at December 31, 2024 and 2023, respectively.

Revenue From Contracts With Customers

To determine the proper revenue recognition method for contracts, the Company evaluates whether two or more contracts should be combined and accounted for as one single contract and whether the combined or single contract should be accounted for as more than one performance obligation. This evaluation requires significant judgment and the decision to combine a group of contracts or separate a combined or single contract into multiple performance obligations could change the amount of revenue and profit recorded in a given period.

The Company recognizes construction contract revenue over time, as performance obligations are satisfied, due to the continuous transfer of control to the customer. Under its construction contracts, the Company provides its customers with a significant service of integrating a complex set of tasks and components into a single project or capability and are therefore generally accounted for as single performance obligations. For contracts with multiple performance obligations, the Company allocates the transaction price to each performance obligation using its best estimate of the standalone selling price of each distinct good or service in the contract. In cases where the Company does not provide the distinct good or service on a standalone basis, which is more prevalent than not, the primary method used to estimate standalone selling price is the expected cost plus a margin approach, under which the Company forecasts its expected costs of satisfying a performance obligation and then adds an appropriate margin for that distinct good or service. The Company recognizes revenue using the cost-to-cost input method, based primarily on contract costs incurred to date compared to total estimated contract costs. Contract costs include all direct material, labor and subcontractor costs and indirect costs related to contract performance. Changes to total estimated contract cost or losses, if any, are recognized in the period in which they are determined as assessed at the contract level. Project mobilization costs are generally charged to the project as incurred when they are an integrated part of the performance obligation being transferred to the customer. Pre-contract costs are expensed as incurred unless they are expected to be recovered from the customer.

The payment terms of the Company's contracts from time to time require the customer to make advance payments as well as interim payments as work progresses. Advance payments generally are not considered a significant financing component as the Company expects to recognize those amounts in revenue within a year of receipt as work progresses on the related performance obligation.

Contract Estimates and Modifications

Due to the nature of the work required to be performed on the Company's performance obligations, the estimation of total revenue and cost at completion is complex, subject to many variables and requires significant judgment. As a significant change in one or more of these estimates could affect the profitability of the Company's contracts, management routinely reviews and updates contract-related estimates through a disciplined project review process in which management reviews the progress and execution of each performance obligation and the related estimated costs to complete. As part of this process, management reviews information including, but not limited to, outstanding contract matters, progress towards completion, program schedule and the associated changes in estimates of revenues and costs. Management must make assumptions and estimates regarding the availability and productivity of labor, the complexity of the work to be performed, the availability and cost of materials, the performance of subcontractors and the availability and timing of funding from the customer, along with other risks inherent in performing services under all contracts where the Company recognizes revenue over-time using the cost-to-cost input method.

The Company recognizes changes in contract estimates on a cumulative catch-up basis in the period in which the changes are identified. Such changes in contract estimates can result in the recognition of revenue in a current period for performance obligations which were satisfied or partially satisfied in a prior period. Changes in contract estimates may also result in the reversal of previously recognized revenue if the current estimate differs from the previous estimate. If at any time the estimate of contract profitability indicates an anticipated loss on the contract, the total loss is recognized in the period it is identified. In 2024 and 2023, revisions to estimates were required on certain contracts that were in process at December 31, 2023 and 2022. The effect of these revisions was to increase operating income by approximately $990,000 and $503,000 during the years ended December 31, 2024 and 2023, respectively.

Contracts are often modified to account for changes in contract specifications and requirements. Most of the Company's contract modifications are for goods or services that are not distinct from existing contracts due to the significant integration provided in the context of the contract and are accounted for as if they were part of the original contract. The effect of a contract modification on the transaction price and the measure of progress for the performance obligation to which it relates, is recognized as an adjustment to revenue (either as an increase in or a reduction of revenue) on a cumulative catch-up basis.

Contract Assets and Liabilities

Billing practices are governed by the contract terms of each project based upon costs incurred, achievement of milestones or predetermined schedules. Billings do not necessarily correlate with revenue recognized over time using the cost-to-cost input method. Contract assets include unbilled amounts typically resulting from revenue under long-term contracts when the cost-to-cost input method of revenue recognition is utilized and revenue recognized exceeds the amount billed to the customer. The unbilled receivables are made up of work completed and approved by the customer but not formally billed at year end.

Retainage receivable represents the amounts withheld from billings to customers pursuant to provisions in the contracts and may not be paid until the completion of specific tasks or the completion of the project and, in some instances, for even longer periods. Retainage may also be subject to restrictive conditions such as performance guarantees. Retainage is typically released 30 days after completion and acceptance by the owner.

The Company anticipates that substantially all incurred costs associated with contract assets as of December 31, 2024 will be billed and collected within one year.

Contract liabilities consist of billings in excess of costs and estimated earnings. The Company anticipates that substantially all such amounts will be earned within one year.

Contract assets and liabilities are reported in a net position on a contract-by-contract basis at the end of each reporting period.

Warranties

The Company provides limited warranties to customers for work performed under its contracts that typically extend for a limited duration following substantial completion of work on a project. Such warranties are not sold separately and do not provide customers with a service in addition to assurance of compliance with agreed-upon specifications. Accordingly, these types of warranties are not considered to be separate performance obligations. Historically, warranty claims have not resulted in material costs incurred. As of December 31, 2024 and 2023, there were no such accrued warranties.

Inventory

Supplies inventory consists primarily of purchased lining materials and chemicals which are stated at the lower-of-cost or net realizable value. Cost is determined by the first in, first out (FIFO) method.

Investments

Investments in partnerships, limited liability companies or closely held corporations are accounted for using the equity method if the Company can exercise significant influence over the investment entity. The Company has determined that the equity method, whereby it records its proportionate share of the investee's net income or loss, is the most appropriate. As of December 31, 2024 and 2023 the Company's investments consisted of investments in two separate companies and management believes that the total investment balance and related investment activity is insignificant to the overall financial statements and therefore has passed on including certain disclosures, other than related-party disclosures.

Goodwill

Goodwill represents the consideration paid in a business combinations in excess of the fair value of net identifiable assets as of the date of the acquisition. The Company elected the private company accounting alternative provided in ASU 2014-18 which requires noncompetition agreements and customer-related intangibles, unless they are capable of being sold or licensed independently from other assets of a business, to be subsumed into goodwill.

Companies that elect the private company accounting alternative under ASU 2014-18 are required to amortize goodwill over no more than 10 years under the provisions of ASU 2014-02. The Company evaluates goodwill for impairment only upon the occurrence of a triggering event. Goodwill is amortized over 10 years. The Company evaluates goodwill for impairment at the reporting unit level whenever events occur or circumstances change that indicate the fair value of the Company may be below its carrying amount. During the years ended December 31, 2024 and 2023, the Company determined no such events occurred which would require the Company to test goodwill for impairment.

Tradenames

The tradenames represent an allocation of consideration paid in the business combination. The tradenames are being amortized over their expected useful life. Visu-Sewer is expected to remain the platform company and as such management believes the useful life of the the various Visu-Sewer tradenames would be 10 years. Future subsequent tradenames acquired may have a different useful life depending on the various factors.

Debt Issuance Costs

Debt issuance costs of $1,687,360 have been capitalized and are being amortized over the related debt term using the straight-line method, which approximates the effective interest method. Accumulated amortization of these costs was $321,848 and $40,622 as of December 31, 2024 and 2023, respectively. The unamortized debt issuance costs of $1,365,512 and $1,646,738 as of December 31, 2024 and 2023, respectively are presented net of the related outstanding debt. Amortization of the debt issuance costs is included as a component of interest expense.

Impairment of Long-lived Assets

The Company reviews long-lived assets, including property, equipment and investments, for impairment whenever events or changes in business circumstances indicate that the carrying amount of an asset may not be fully recoverable. An impairment loss would be recognized when the estimated future cash flows from the use of the asset are less than the carrying amount of that asset. Management doesn't believe any events or changes in business circumstances have occurred to test long-lived assets for impairment.

Self-Funded Insurance

The Company maintains a self-funded health and short-term disability employee benefit plan. Specific and aggregate stop loss coverage on the health plan is provided to limit the ultimate exposure of the Company. A liability is provided for estimated claims incurred but not reported. Management reviews this accrual on an on-going basis and believes it is adequate to cover such claims.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Specific estimates that are subject to uncertainty include insurance accruals, allowance for doubtful accounts, fixed asset depreciation lives, estimated costs required for percentage of completion calculations, estimated deferred compensation liability and assumptions utilized for purchase accounting to account for fair value estimates of the assets acquired (see Note 2). Actual results could differ from those estimates.

Leases

The Company accounts for leases pursuant to ASU No. 2016-02. ASU No. 2016-02 requires lessees to recognize the assets and liabilities that arise from leases on the balance sheet. At lease inception, leases are classified as either finance leases or operating leases with the associated right-of-use asset and lease liability measured at the net present value of future lease payments. Operating leases are expensed on a straight-line basis as lease expense over the non-cancelable lease term. Expenses for finance leases are comprised of the amortization of the right-of-use asset and interest expense recognized based on the effective interest method.

The new standard also provides for several accounting policy elections, as follows:

- The Company elected not to apply the recognition requirements to all leases with an original term of 12 months or less, for which the Company is not likely to purchase the asset at the end of the lease and uncertainty exists as to the likelihood of exercising renewal options; rather, short-term leases will continue to be recorded on a straight-line basis over the lease term.

Additional required disclosures for Topic 842 are contained in Note 12.

Subsequent Events

The Company has evaluated subsequent events through April 7, 2025 which is the date that the consolidated financial statements were available to be issued, for events that require recording or disclosure in the consolidated financial statements.

Reclassification

For comparability, certain 2023 amounts have been reclassified to conform with classifications adopted in 2024.

2. Business Acquisition

On November 8, 2023, V-S Group Holdings, LLC acquired approximately 73% of the membership units of Visu-Sewer, LLC. The transaction was completed in a strategic effort to acquire an existing platform company accelerate the Company's revenue growth in existing and new geographic markets. The acquisition was accounted for under the acquisition method of accounting under ASC Topic 805, Business Combinations. The Company elected to apply pushdown accounting. The amount of goodwill deductible for income tax reporting purposes is approximate to goodwill recognized for financial reporting purposes.

The Company executed new line of credit (Note 7) and long-term debt (Note 8) agreements immediately prior to the acquisition. Proceeds from these agreements were used to satisfy payment obligations on prior line of credit and long-term debt agreements and to fund a debt-financed distribution paid to the former parent company which has retained approximately 27% of the ownership of Visu-Sewer Group Holdings, LLC.

Transaction consideration, assets acquired and liabilities assumed are summarized as follows:

Consideration:	
Cash, Visu-Sewer Group Holdings, LLC	$ 101,331,711
Reinvestment, Management	16,562,500
Fair value of consideration transferred	$ 117,894,211
Assets acquired and liabilities assumed:	
Cash and cash equivalents	$ 12,112,993
Accounts receivable	18,843,683
Retainage receivables	3,615,265
Inventories	1,985,489
Prepaid expenses and other	1,725,019
Property and equipment	26,165,301
Investment in subsidiaries	758,430
Tradenames	12,000,000
Accounts payable	(7,389,012)
Accrued expenses	(12,225,303)
Other liabilities	(299,136)
Total identifiable net assets	57,292,729
Goodwill	60,601,482
Total purchase price	$ 117,894,211
Sources of cash:	
New equity	43,750,000
New debt, net	55,312,640
Net working capital adjustment	2,269,071
Total	$ 101,331,711

Transaction expenses totaling $2,591,331 in the predecessor period and $22,545 in the successor period are included in transaction expense on the accompanying consolidated statement of operations. Additionally, the Company incurred fees totaling $1,687,360 relating to the new line of credit and long-term debt agreements. These fees are classified as debt discount and issuance costs and are presented as a reduction of long-term debt.

3. Costs and Estimated Earnings on Uncompleted Contracts

Uncompleted contracts at December 31 are as follows:

	2024	2023
Costs incurred on uncompleted contracts	$ 39,464,708	$ 32,941,349
Estimated earnings	15,587,285	12,218,801
	55,051,993	45,160,150
Less billings to date	56,330,187	46,165,939
	$ (1,278,194)	$ (1,005,789)

The above data is presented in the accompanying balance sheets as follows:

	2024	2023
Costs and estimated earnings in excess of billings	$ 2,003,963	$ 1,600,245
Billings in excess of costs and estimated earnings	(3,282,157)	(2,606,034)
	$ (1,278,194)	$ (1,005,789)

Contracts receivable, contract assets and contract liabilities were $14,863,631, $3,601,692 and $292,197, respectively, as of December 31, 2022.

The Company has a backlog, which includes contracts that had not yet begun, of approximately $68,404,000 representing signed contracts as of December 31, 2024.

4. Property and Equipment

Property and equipment are depreciated using the straight-line method of depreciation for financial reporting purposes. For income tax purposes, depreciation is determined principally on accelerated methods. Depreciation has been provided for financial reporting purposes using the useful lives as outlined below. The major categories of property and equipment are summarized as follows:

	Depreciable Lives	2024	2023
Furniture and fixtures	7 yrs.	$ 25,000	$ 25,000
Transportation and operating equipment	3-12 yrs.	28,018,444	25,410,198
Leasehold improvements	15 yrs.	101,282	101,281
Construction in progress	N/A	2,256,169	1,215,220
Total		30,400,895	26,751,699
Less accumulated depreciation		(5,984,839)	(723,478)
Net		$ 24,416,056	$ 26,028,221

5. Goodwill and Tradenames

Assets acquired from acquisitions were recorded at their estimated fair values and the excess of the purchase price over the amounts assigned to the identifiable assets was recorded as goodwill. The factors that contributed to a purchase price allocation resulting in the recognition of goodwill were a history of operating margins and profitability and future opportunities with new customers.

The fair value assigned to tradenames include the individual entity's experience of repeat business, projected future revenues from those same customers, industry standard royalty rates, a discount factor, less projected attrition rates.

Intangible assets consist of the following:

	December 31, 2024		
	Cost	Accumulated Amortization	Carrying Value
Goodwill	$ 60,601,482	$ (6,918,668)	$ 53,682,814
Tradename	12,000,000	(1,370,000)	10,630,000
Intangible assets, net	$ 72,601,482	$ (8,288,668)	$ 64,312,814

	December 31, 2023		
	Cost	Accumulated Amortization	Carrying Value
Goodwill, 2023 acquisition	$ 60,601,482	$ (858,521)	$ 59,742,961
Tradename, 2023 acquisition	12,000,000	(170,000)	11,830,000
Intangible assets, net	$ 72,601,482	$ (1,028,521)	$ 71,572,961

Estimated annual amortization expense of the intangible assets for years ended after December 31, 2024 will be:

Years ending December 31:	
2025	$ 7,260,148
2026	7,260,148
2027	7,260,148
2028	7,260,148
2029	7,260,148
2030 and thereafter	28,012,074
Total	$ 64,312,814

6. Accrued Liabilities

Accrued liabilities consist of the following at December 31:

	2024	2023
Payroll	$ 836,257	$ 598,071
Payroll taxes	40,584	34,442
Commissions	133,683	89,835
Insurance	373,537	50,542
Interest	902,747	972,365
Bonus	943,600	-
Profit sharing	588,461	1,044,984
Other accrued expenses	105,749	315,568
Total accrued liabilities	$ 3,924,618	$ 3,105,807

7. Lines of Credit

As of December 31, 2024 and 2023, the Company had an agreement with a bank under which an aggregate total of $7,000,000 was available. Actual borrowings may be limited due to certain restrictions as defined in the agreement. The effective interest rate as of December 31, 2024 and 2023 was 10.53% and 11.34%, respectively, based on the one-month SOFR plus 6%. There were no outstanding balances on the line as of December 31, 2024 and 2023. The bank requires, among other things, the Company to maintain a net leverage ratio below the maximum amount noted in the agreement each quarter, commencing March 1, 2024. The net leverage ratio requirement was met as of December 31, 2024.

8. Long-Term Debt

Long-term debt consists of the following at December 31:

	2024	2023
Note payable to a bank, payable in quarterly principal installments plus interest at the one-month SOFR plus 6% (effectively 10.53% at December 31, 2024), final payment of the unpaid principal and interest due November 2029 and is secured by substantially all business assets.	$ 56,430,000	$ 57,000,000
Less unamortized debt issuance costs	(1,365,512)	(1,646,738)
Total	55,064,488	55,353,262
Less current portion	(570,000)	(570,000)
Long-term portion	$ 54,494,488	$ 54,783,262

Principal requirements on long-term debt for years ending after December 31, 2024 are as follows:

Years ending December 31:	
2025	$ 570,000
2026	570,000
2027	570,000
2028	570,000
2029	54,150,000
Total	$ 56,430,000

9. Profit Sharing Plan

The Company maintains a profit-sharing plan for employees satisfying certain eligibility requirements set forth in the plan. Company contributions, which are made at the discretion of management, were $588,478 and $1,057,249 for the years ended December 31, 2024 and 2023, respectively. These amounts will be deposited into the plan in the following year.

The profit-sharing plan also provides for discretionary Company matching contributions for employees satisfying certain eligibility requirements set forth in the plan. In 2024 and 2023, the Company has opted to match 25% up to the first 4% of the contribution made by employees for 2024 and 2023. The Company matching contribution was $135,410 and $184,093 for the years ended December 31, 2024 and 2023, respectively.

10. Multi-Employer Plans

The Company contributes to a multi-employer defined benefit pension plan under the terms of collective bargaining agreements that cover its union represented employees. These plans generally provide for retirement, death and/or termination benefits for eligible employees within the applicable collective bargaining units, based on specific eligibility/participation requirements, vesting periods and benefit formulas. The risks of participating in these multi-employer plans are different from single employer plans in the following aspects:

a. Assets contributed to the multi-employer plan by one employer may be used to provide benefits to employees of other participating employers.

b. If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.

c. If the Company chooses to stop participating in its multi-employer plan, the Company may be required to pay the plan an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

As of December 31, 2024, the Company has not undertaken to terminate, withdraw or partially withdraw from the plan. Any withdrawal liability would be based on the Company's proportional share of the plan's unfunded vested benefits.

The Company's participation in this plan for the annual period ended December 31, 2024, is outlined in the table below. The EIN / Pension Plan Number column provides the Employee Identification Number (EIN) and the three digit plan number, if applicable. The most recent Pension Protection Act (PPA) zone status available in 2024 and 2023 is for the plan's twelve month periods ended on June 1, 2023 and 2022, respectively. The zone status is based on information that the Company received from the plan and is certified by the plan's actuary. Among other factors, plans in the red zone are generally less than 65% funded, plans in the yellow zone are less than 80% funded and plans in the green zone are at least 80% funded. The FIP / RP Status Pending / Implemented column indicates plans for which a financial improvement plan (FIP) or a rehabilitation plan (RP) is either pending or has been implemented. The last column lists the expiration dates of the collective bargaining agreements to which the plans are subject.

Pension Fund	EIN / Pension Plan Number	Pension Protection Act Zone Status 2024	Pension Protection Act Zone Status 2023	FIP / RP Status Pending / Implemented	Contributions of the Company 2024	Contributions of the Company 2023	Surcharge Imposed	Expiration Date of Collective Bargaining Agreement
Laborers' Pension Fund of Chicago and Vicinity	36-2514514 / 002	Green	Green	Implemented	$ 780,268	$ 660,427	No	2026

The Company was not listed on the Form 5500 report as providing more than 5% of the total contributions for the plan. Contributions above excluded contributions designated for the Laborers' health and welfare benefits. Those contributions were $826,864 and $718,502 for the years ended December 31, 2024 and 2023, respectively.

11. Members Agreement

In 2023, the Company issued 603,125 units of Class A Units in conjunction with the acquisition of Visu-Sewer, LLC. In 2024, the Company issued 17,200 units of Class A Units. Allocations of income, losses and credits are in accordance with the Operating Agreement.

Changes in the number of Class A Units outstanding are summarized as follows:

	2024	2023
Outstanding, beginning	603,125	-
Issued	17,200	603,125
Outstanding, ending	620,325	603,125

The Company has reserved for a total of 60,313 Class B Units (incentive units) to be issued and if certain targets are achieved units in addition to the original 60,313 could be issued. Incentive unit holders are not allocated profits or losses or receive distributions until the units are fully vested. During 2024, The Company issued 56,500 of the available incentive units. A portion of those units are time vesting and therefore, the Company would expense the fair value of the units ratably over the earnings period. A portion of the Class B units vest based on the Company's performance and would not be known until substantially all of the Company is sold.

Changes in the number of Class B Units outstanding are summarized as follows:

	2024	2023
Outstanding, beginning	-	-
Granted	56,500	-
Outstanding, ending	56,500	-

Subsequent to December 31, 2024, 5,000 Class B Units were forfeited and an additional 10,000 Class B Units were granted.

The Company recognized compensation expense of $506,667 for the year ended December 31, 2024 pertaining to outstanding incentive membership units. Unrecognized compensation expense pertaining to outstanding incentive membership units totaled $1,990,022 as of December 31, 2024. The unrecognized compensation expense is expected to be amortized over the remaining term of the time-based vesting period (2028). The time-based incentive membership units are expected to be fully vested by November 9, 2028.

12. Leases

Right-of-use assets represent the Company's right to use an underlying asset for the lease term, while lease liabilities represent the Company's obligation to make lease payments arising from the lease. Right-of-use assets and lease liabilities are recognized at the commencement date of a lease based on the net present value of lease payments over the lease term.

Certain of the Company's leases include options to renew or terminate the lease. The exercise of lease renewal or early termination options is at the Company's sole discretion. The Company regularly evaluates the renewal and early termination options and when they are reasonably certain of exercise, the Company includes such options in the lease term.

In determining the discount rate used to measure the right-of-use assets and lease liabilities, the Company uses the rate implicit in the lease, or if not readily available, the Company uses a risk-free rate based on U.S. Treasury note or bond rates for a similar term.

Right-of-use assets are assessed for impairment in accordance with the Company's long-lived asset policy. The Company reassesses lease classification and remeasures right-of-use assets and lease liabilities when a lease is modified, and that modification is not accounted for as a separate new lease or upon certain other events that require reassessment in accordance with Topic 842.

The Company made significant assumptions and judgments in applying the requirements of Topic 842.

In particular:

- Evaluated whether a contract contains a lease, by considering factors such as whether the Company obtained substantially all rights to control an identifiable underlying asset and whether the lessor has substantive substitution rights.

- Determined whether contracts contain embedded leases.

The following table summarizes the lease right-of-use assets and lease liabilities as of December 31:

	2024	2023
Operating lease right of use assets	$ 2,010,115	$ 2,977,440
Operating lease liabilities:		
Current	$ 1,071,350	$ 1,005,323
Long-term	955,403	1,972,117
Total operating lease liabilities	$ 2,026,753	$ 2,977,440

The table below summarizes the Company's scheduled future minimum lease payments for years ending after December 31, 2024:

Years ending December 31:	
2025	$ 1,140,760
2026	962,487
Total	2,103,247
Less present value discount	(76,494)
Total lease liabilities	2,026,753
Less current portion	(1,071,350)
Long-term lease liabilities	$ 955,403

Lease expense was $1,228,553 for the year ended December 31, 2024, $189,666 for the successor period and $742,000 for the predecessor period.

The right-of-use assets and lease liabilities were calculated using a discount rate equal to the three-year treasury rate of 4.77% for the years ended December 31, 2024 and 2023. The remaining lease term for all leases was 2 years and 3 years for the years ended December 31, 2024 and 2023, respectively.

13. Related Parties

The Company leases its Wisconsin, Iowa, Minnesota, Ohio, Virginia and Western Illinois facilities from Alex Rentals, LLP, a related party, as described in Note 12. Lease expense to the related party totaled $1,125,304 and $904,270 for the years ended December 31, 2024 and 2023, respectively.

The Company has an investment in a limited liability company (LLC) from which it purchases a majority of its inventory and materials. During the years ended December 31, 2024 and 2023, the Company purchased materials totaling approximately $13,987,000 and $15,050,000. These purchases represented approximately 66% and 56% of the supplies and materials consumed by the Company during 2024 and 2023, respectively. As of December 31, 2024 and 2023, inventory purchased from the related party totaled $1,654,479 and $1,061,366, respectively. Management believes no significant risk is present under this agreement due to other suppliers being readily available. Accounts payable to the LLC totaled approximately $1,469,000 and $532,000 at December 31, 2024 and 2023, respectively.

14. Concentrations

Major Customers

Revenues earned on certain projects or from certain customers often times may exceed 10% of total revenue earned over a 12-month period. The Company does not believe it has concentration risk with any one customer.

Workforce (Union) Concentration

A portion of the Company's field labor force is supplied by a trade union (primarily Illinois operations). The agreement with this trade union (representing approximately 24% of the Company's field labor force) expires in 2026.

15. Commitments and Contingencies

Many customers, particularly in connection with major rehabilitation, require the Company to post performance and payment bonds issued by a financial institution known as a surety. If the Company fails to perform under the terms of a contract or to pay subcontractors and vendors who provided goods or services under a contract, the customer may demand that the surety make payments or provide services under the bond. The Company may be required to reimburse the surety for any expenses or outlays it incurs. To date, the Company is not aware of any losses to the Company's sureties in connection with bonds the sureties have posted on the Company's behalf and do not expect such losses to be incurred in the foreseeable future. Historically, approximately 80% of the Company's business has required bonds.

Visu-Sewer Group Holdings, LLC and Subsidiaries

Schedule of Income from Construction
Years Ended December 31, 2024

	2024		
	Revenue Earned	Cost of Construction	Gross Profit
Contracts completed	$ 48,516,221	$ 29,725,539	$ 18,790,682
Contracts in progress	46,625,774	32,864,470	13,761,304
Net indirect cost of revenue earned	-	9,431,511	(9,431,511)
	$ 95,141,995	$ 72,021,520	$ 23,120,475

Visu-Sewer Group Holdings, LLC

Consolidated Contracts Completed
Year Ended December 31, 2024

Job Number	Final Contract Totals			Amounts Prior to January 1, 2024			Year Ended December 31, 2024		
	Total Contract	Total Costs	Gross Profit	Revenue Earned	Total Costs	Gross Profit	Revenue Earned	Total Costs	Gross Profit
22233W	$ 6,915,802	$ 4,892,042	$ 2,023,760	$ 6,903,704	$ 4,873,337	$ 2,030,367	$ 12,098	$ 18,705	$ (6,607)
21214W	1,988,008	1,624,178	363,830	1,969,219	1,612,054	357,165	18,790	12,124	6,666
23146I	1,756,764	1,618,830	137,934	-	-	-	1,756,764	1,618,830	137,934
23377W	1,548,331	873,865	674,466	64,117	42,467	21,650	1,484,213	831,398	652,815
23304W	1,377,349	686,454	690,895	552,771	346,808	205,963	824,578	339,646	484,932
22004MO	1,352,636	1,520,678	(168,042)	1,444,611	1,300,146	144,465	(91,975)	220,532	(312,507)
23434W	1,269,747	665,503	604,244	-	-	-	1,269,747	665,503	604,244
23106W	1,094,779	985,147	109,632	1,141,447	930,749	210,698	(46,668)	54,398	(101,066)
23345M	1,054,051	812,556	241,495	95,276	69,980	25,296	958,775	742,576	216,199
22367W	1,009,289	667,994	341,295	996,513	640,386	356,127	12,776	27,608	(14,832)
22172OH	992,290	688,714	303,576	943,780	607,564	336,216	48,510	81,150	(32,640)
21032W	934,833	648,307	286,526	931,958	648,307	283,651	2,875	-	2,875
24018W	934,271	691,405	242,866	-	-	-	934,271	691,405	242,866
23069W	927,529	925,544	1,985	919,222	918,087	1,135	8,307	7,457	850
23144W	900,703	750,973	149,730	804,534	532,349	272,185	96,168	218,624	(122,456)
23441W	869,346	652,823	216,523	-	-	-	869,346	652,823	216,523
23322W	844,591	555,765	288,826	723,152	548,817	174,335	121,439	6,948	114,491
23050I	844,184	580,857	263,327	849,164	573,825	275,339	(4,980)	7,032	(12,012)
23207W	814,949	571,679	243,270	894,587	578,323	316,264	(79,638)	(6,644)	(72,994)
23088MO	814,700	677,223	137,477	184,669	152,981	31,688	630,031	524,242	105,789
23344M	814,009	505,818	308,191	714,512	490,266	224,246	99,497	15,552	83,945
22236W	768,644	382,977	385,667	683,565	363,905	319,660	85,079	19,072	66,007
Contracts under $750,000	56,535,325	34,904,477	21,630,848	17,035,025	11,927,918	5,107,107	39,506,218	22,976,558	16,529,660
	$ 86,362,130	$ 56,883,809	$ 29,478,321	$ 37,851,826	$ 27,158,269	$ 10,693,557	$ 48,516,221	$ 29,725,539	$ 18,790,682

Visu-Sewer Group Holdings, LLC

Consolidated Contracts in Progress

Year Ended December 31, 2024

	Contracts to Date						Future Workload (Backlog)			During the Year Ended December 31, 2023		
Contract Number	Contract Amount	Revenue Earned	Cost of Construction	Gross Profit	Progress Billings	Under (Over) Billings	Backlog Remaining	Estimated Cost to Complete	Estimated Gross Profit	Revenue Earned	Cost of Construction	Gross Profit
23430W	$ 18,085,237	$ 9,020,339	$ 5,976,734	$ 3,043,605	$ 10,619,975	$ (1,599,636)	$ 9,064,898	$ 6,006,648	$ 3,058,250	$ -	$ -	$ -
23395W	13,302,558	4,236,531	3,409,986	826,545	4,143,119	93,412	9,066,027	7,297,453	1,768,574	472,712	367,531	105,181
23013W	6,366,145	6,366,145	5,183,626	1,182,519	6,366,145	-	-	-	-	5,675,970	4,501,182	1,174,788
23016MO	3,098,043	2,940,962	2,118,420	822,542	2,768,378	172,584	157,081	113,151	43,930	2,378,658	1,760,183	618,475
23010OH	3,005,088	3,005,088	2,454,631	550,457	3,005,089	(1)	-	-	-	1,372,320	1,137,962	234,358
23405W	2,770,125	2,662,664	1,963,750	698,914	2,745,125	(82,461)	107,461	79,249	28,212	68,051	53,769	14,282
24347W	2,248,608	49,301	35,858	13,443	-	49,301	2,199,307	1,598,923	600,384	-	-	-
24123W	1,805,325	31,983	25,258	6,725	-	31,983	1,773,342	1,400,130	373,212	-	-	-
24348W	1,782,335	40,972	28,646	12,326	-	40,972	1,741,363	1,217,792	523,571	-	-	-
24075MO	1,605,577	630,857	494,507	136,350	493,052	137,805	974,720	764,036	210,684	-	-	-
23083OH	1,291,462	1,259,140	921,045	338,095	1,291,462	(32,322)	32,322	23,653	8,669	559,158	510,846	48,312
23420W	1,286,598	1,267,315	770,560	496,755	1,286,598	(19,283)	19,283	11,718	7,565	9,371	6,323	3,048
24213W	1,276,636	21,025	15,958	5,067	-	21,025	1,255,611	953,616	301,995	-	-	-
23414W	1,227,215	529,694	383,983	145,711	-	529,694	697,521	505,625	191,896	9,401	6,815	2,586
23103MO	1,218,089	1,194,932	880,091	314,841	1,218,088	(23,156)	23,157	17,059	6,098	207,830	125,004	82,826
24316W	1,132,607	175,061	127,553	47,508	122,908	52,153	957,546	697,760	259,786	-	-	-
24420W	1,103,390	36,315	23,866	12,449	-	36,315	1,067,075	701,124	365,951	-	-	-
24015MO	1,057,929	652,338	522,108	130,230	869,501	(217,163)	405,591	324,615	80,976	-	-	-
24005MO	1,041,605	1,040,280	833,707	206,573	1,041,605	(1,325)	1,325	1,056	269	-	-	-
24070I	1,014,056	958,461	565,024	393,437	1,014,056	(55,595)	55,595	32,785	22,810	-	-	-
24094M	920,270	774,864	624,738	150,126	735,673	39,191	145,406	117,235	28,171	-	-	-
24005W	863,194	743,655	506,538	237,117	744,911	(1,256)	119,539	81,419	38,120	-	-	-
24091OH	801,293	783,971	566,570	217,401	801,293	(17,322)	17,322	12,522	4,800	-	-	-
24179M	801,193	773,543	379,009	394,534	769,046	4,497	27,650	13,552	14,098	-	-	-
24269W	791,727	761,562	527,583	233,979	773,527	(11,965)	30,165	20,897	9,268	-	-	-
24100W	774,934	506,342	326,559	179,783	562,505	(56,163)	268,592	173,225	95,367	-	-	-
Contracts under $750,000	21,503,200	14,588,653	9,798,400	4,790,253	14,958,131	(437,315)	6,914,547	4,985,337	1,929,210	1,542,046	1,024,542	517,504
Total	$ 92,174,439	$ 55,051,993	$ 39,464,708	$ 15,587,285	$ 56,330,187	$ (1,346,031)	$ 37,122,446	$ 27,150,580	$ 9,971,866	$ 12,295,517	$ 9,494,157	$ 2,801,360
Underbilled (overbilled) T&M jobs		3,869,298	2,893,919	975,379	-	67,837						
Totals		58,921,291	42,358,627	16,562,664	$ 56,330,187	$ (1,278,194)						
Less recognized in prior year		(12,295,517)	(9,494,157)	(2,801,360)								
Recognized in current year		$ 46,625,774	$ 32,864,470	$ 13,761,304								

Gahanna

ADDENDUM #1
CCTV and Sanitary Sewer Cleaning Project

1. Question: Do you have an anticipated area bypass is needed?
    a. Answer: Please review Appendix A-1 (Supplemental Specifications CCTV) Specification 33 01 32 Part 3, 3.1 Television Inspection and Summary of Work 01 11 00. Bypass pumping and/or temporary block or plug is required as needed, when necessary to display 75% of the pipe wall at all times.

2. Question: What is the expected GPM for bypass so we can size pumps?
    a. Answer: Provide sufficient pumping capacity to meet peak dry weather flow of 400 gpm and a peak wet weather flow of 1,200 gpm. This is also located in Appendix A-1 (Supplemental Specifications CCTV), 33 01 32-3.

3. Question: Will the City provide a staging area for equipment?
    a. Answer: No.

4. Will the City provide a staging area for roll off boxes for debris consolidation?
    a. Answer: No. Please refer to Section 33 01 33 Part 1. 1.3 B "a disposal site will not be provided by the Owner". Contractor is responsible for proper disposal per Federal, State, and Local requirements.

Please sign and upload a .pdf copy to the Additional Material Upload section located on Bid Express under the Contractor's Qualification Statement due on **March 3, 2026, at 11:00 am.**

ADDENDUM # 1 is hereby acknowledged:

Signature and Title
Keith M. Alexander, President/CEO

Visu-Sewer of Ohio LLC
Company Name

2/17/2026
Date

Issued: February 17, 2026

Gahanna

ADDENDUM #2
CCTV and Sanitary Sewer Cleaning Project

1. This Addendum extends the Bid Opening Date to March 10, 2026 at 11:00 AM.
2. Question: Can the owner provide a specification or information for all items including GPS (Items 36-39)
    a. Answer: Contractor shall collect location and top of casting elevation information using a sub-foot GPS unit. Contractor will obtain measure-down information on all inverts.
3. Question: Will the contractor be able to have multiple hydrants or just one for this project and how does the permit process work for Gahanna?
    a. Answer: Contractor shall use one centralized hydrant located within the project area. Contractor will be responsible for maintaining and pumping the hydrant daily. The Contractor will need to apply in-person for a hydrant permit through Service Department.

Please sign and upload a .pdf copy to the Additional Material Upload section located on Bid Express under the Contractor's Qualification Statement due on **March 10, 2026, at 11:00 AM.**

ADDENDUM # 2 is hereby acknowledged:

Signature and Title
Keith M. Alexander, President/CEO

Visu-Sewer of Ohio LLC
Company Name

3/2/2026
Date

Issued: March 2, 2026

Visu-Sewer
Inspect. Maintain. Rehabilitate.

PROJECT NAME	OWNER / PHONE	ENGINEER / PHONE	CONTRACT AMOUNT	WORK COMPLETE	COMPLETION
Thornville Ohio Sewer Rehabilitation	Village of Thornville / 740-246-6020	ARD Associates / 740-345-1921	$1,571,300.00	$250,000.00	7/29/2026
Grove City, OH 2025 Sewer Rehabilitation	Grove City /	EMHT / 614-775-4561	$417,224.00	$50,000.00	8/15/2026
Bexley, OH Standbery Avenue Rehabilitation	City of Bexley /	David Koch / 614-949-8102	$916,015.00	$154,000.00	12/31/2026
Bowerston, OH Sub to HM Miller Const.	Village of Bowerston	W.E. Quicksall &Associates / 330-339-6676	$377,300.00	$0.00	11/1/2026
Delaware County, East Alum Creek	Delaware County /	Delaware County / 740-833-2240	$1,021,057.00	$0.00	9/26/2026
Columbus OH, 2025 Sewer Annual Lining Contract Subcontract to BLD	City of Columbus /614-645-1486	N/A	$2,285,171.00	$0.00	4/1/2028
Uptown Maumee Phase 5 Sewer Rehab	City of Maumee / 419-944-4470	TD Engineering / 419-265-2400	$799,406.00	$0.00	10/31/2026
Maumee East End Phase 1	City of Maumee / 419-944-4470	TD Engineering / 419-265-2400	$464,121.00	$0.00	10/31/2026
2021 Annual Lining Contract	City of Columbus, Ohio	Stantec / 614-486-4383	$2,959,270	$2,959,270	8/30/2025
Uptown Maumee Phase 4 Sewer Rehab	City of Maumee / 419-944-4470	TD Engineering / 419-265-2400	$472,397	$472,397	8/22/2025

Visu-Sewer
Inspect. Maintain. Rehabilitate.

LARGER CLEANING AND CCTV PROJECTS

JOB NAME	JOB DISCRIPTION	ENGINEER/OWNER	CONTACT	PHONE
Village of Minerva Park - 2024	Cleaned and televise 13,000 LF of 8" - 36"	Jacobs	Mike Flickinger	614-888-3100
City of London, Ohio - 2023 Sewer Study 1	Televise and Inspect Study Area 1 - 30,000 LF 8" - 12"	City of London	Rick Duncan	740-852-0280
OSU Maintenance 2023	2022/2023 Sewer Maintenance Programs - Over 50,000 LF	Ohio State University	Ben Clark	614-203-3890
Columbus Annual Lining Contract 2021	Cleaned, CCTV & Lined 47,000' of 8" - 24"	Stantec	Brooklyn Harris	614-643-4360
Korda/Nemeth Engineering - Ohio Expo Center 2023	Cleaned and televised over 43,000' of 8" - 60"	Korda/Nemeth Engineering	Justin Blood	614-487-1650
Village of Minerva Park - 2023	Cleaned and televised over 23,000' of 8" - 48"	Jacobs	Mike Flickinger	614-888-3100
Village of Grover Hill - 2023	Cleaned and televised 22,000 LF of 6" through 12"	Brenneman Excavating	Rodney Brenneman	419-339-3613
City of Columbus - Annual Lining Contracts 2012 - 2023	Cleaned and televised over 250,000 feet for CIPP contractors on multiple lining project for the City of Columbus from 2012 to 2023	City of Columbus		

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

Know all persons by these presents, that we, the undersigned Visu-Sewer of Ohio, LLC (Contractor) as principal and SiriusPoint America 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 10th, 2026, to undertake the CCTV and Sanitary Sewer Cleaning Project (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 10th day of March, 2026.

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 10th day of March, 20 26.

Visu-Sewer of Ohio, LLC

Principal

Signature

Keith M. Alexander, President/CEO

Printed Name and Title

SiriusPoint America Insurance Company

Surety

Signature

Danielle Hernandez, Attorney-In-Fact

Printed Name and Title

10805 Old Mill Road Omaha, NE 68154

Surety's Address

877-234-4420

Surety's Telephone Number

Marsh & McLennan Agency

Surety's Agent

17335 Golf Parkway Suite 450 Brookfield, WI 53045

Surety Agent's Address

262-439-2182

Surety Agent's Telephone Number

262-785-9490

Surety Agent's Fax Number

SiriusPoint America Insurance Company
Statutory Statement of Admitted Assets, Liabilities, and Capital and Surplus
As of December 31, 2024 and 2023
($ in millions, except share amounts)

	2024	2023
Admitted Assets		
Bonds, at amortized cost	$ 1,480.4	$ 1,127.2
Equity securities, at fair value	118.7	112.6
Cash, cash equivalents and short-term investments	113.7	291.4
Other invested assets	129.2	170.2
Receivable for securities	0.5	1.9
Total cash and invested assets	1,842.5	1,703.3
Insurance and reinsurance balances receivable	628.0	690.8
Reinsurance recoverable on paid losses	62.9	14.0
Accrued interest and dividends receivable	15.3	12.1
Funds held by ceding companies	56.9	60.1
Deferred tax asset	26.0	14.5
Other assets	110.0	5.9
Total admitted assets	$ 2,741.6	$ 2,500.7
Liabilities		
Loss and loss adjustment expense reserves	$ 1,209.6	$ 1,288.3
Contra liability for retroactive reinsurance ceded	(236.2)	(283.6)
Unearned premiums	391.3	451.7
Reinsurance payable on paid losses	79.4	29.6
Funds held under reinsurance treaties	369.2	177.5
Provision for reinsurance	6.4	5.6
Ceded reinsurance premium payable	137.0	98.8
Dividends payable to stockholder	50.0	—
Other liabilities	95.1	105.9
Total liabilities	2,101.9	1,873.9
Capital and Surplus		
Common stock, $1,000 par value; 5,000 shares authorized, issued and outstanding	5.0	5.0
Gross paid-in and contributed surplus	558.0	554.5
Segregated surplus	2.3	2.3
Unassigned surplus	74.4	65.1
Total capital and surplus	639.7	626.9
Total liabilities, capital and surplus	$ 2,741.6	$ 2,500.7

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 06/26/2025
Effective 04/02/2025
Expires 04/01/2026

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

SIRIUSPOINT AMERICA INSURANCE COMPANY

of New York 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
Credit Accident & Health
Earthquake
Fidelity
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

SIRIUSPOINT AMERICA INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2024 that it has admitted assets in the amount of $2,738,876,874, liabilities in the amount of $2,099,169,899, and surplus of at least $639,706,975.

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

POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK

MMANBE01_1123

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company (the "Company"), a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted on August 27,2024 by Unanimous Written Consent of the Board of the Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or the Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as surety. Such authority can be executed by use of facsimile signature.

Does hereby nominate, constitute and appoint:

Danielle Hernandez, Annette Dillon, Chase Stoneback, Christine M. Scott, Karla Deutsch-Hunt, Kerri Hatton-Rudnik, Lynn Dvergsten, Mike Payne, Rita Carlson, Russell Henkel, Steve Klein, John C. Klein, Stewart Yoo

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) and to bind the Company thereby as fully and to the same extent as of same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$63,971,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary may from time to time and at any time remove such appointee and remove the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of these present, shall be binding under said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President this tenth day of October, 2024.

SiriusPoint America Insurance Company

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

State of New York
County of New York

On this tenth day of October 2024, before me a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified, came Paul Mihulka, President, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

SUSAN HISCOCK
Notary Public - State of New York
NO. 01HI6444797
Qualified in Richmond County
My Commission Expires Dec 5, 2026

Susan Hiscock
Notary Public
My Commission expires Dec. 5, 2026

STATE OF New York
COUNTY OF New York

I, Paul Mihulka, President of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney, is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 10th day of March , 20 26

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK

MMANBE01_1123

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company (the "Company"), a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted on August 27,2024 by Unanimous Written Consent of the Board of the Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or the Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as surety. Such authority can be executed by use of facsimile signature.

Does hereby nominate, constitute and appoint:

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Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) and to bind the Company thereby as fully and to the same extent as of same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$63,971,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary may from time to time and at any time remove such appointee and remove the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of these present, shall be binding under said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President this tenth day of October, 2024.

SiriusPoint America Insurance Company

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

State of New York
County of New York

On this tenth day of October 2024, before me a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified, came Paul Mihulka, President, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

SUSAN HISCOCK
Notary Public - State of New York
NO. 01HI6444797
Qualified In Richmond County
My Commission Expires Dec 5, 2026

Susan Hiscock
Notary Public
My Commission expires Dec. 5, 2026

STATE OF New York
COUNTY OF New York

I, Paul Mihulka, President of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney, is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 3rd day of March , 20 26

SIRIUSPOINT AMERICA INSURANCE COMPANY CORPORATE SEAL 1979 NEW YORK

Paul Mihulka
President

SiriusPoint America Insurance Company
Statutory Statement of Admitted Assets, Liabilities, and Capital and Surplus
As of December 31, 2024 and 2023
($ in millions, except share amounts)

	2024	2023
Admitted Assets		
Bonds, at amortized cost	$ 1,480.4	$ 1,127.2
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Provision for reinsurance	6.4	5.6
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Dividends payable to stockholder	50.0	—
Other liabilities	95.1	105.9
Total liabilities	2,101.9	1,873.9
Capital and Surplus		
Common stock, $1,000 par value; 5,000 shares authorized, issued and outstanding	5.0	5.0
Gross paid-in and contributed surplus	558.0	554.5
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Office of Risk Assessment
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Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance

Issued 06/26/2025
Effective 04/02/2025
Expires 04/01/2026

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

SIRIUSPOINT AMERICA INSURANCE COMPANY

of New York 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
Credit Accident & Health
Earthquake
Fidelity
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

SIRIUSPOINT AMERICA INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2024 that it has admitted assets in the amount of $2,738,876,874, liabilities in the amount of $2,099,169,899, and surplus of at least $639,706,975.

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

Figure 1a - Sanitary Sewer

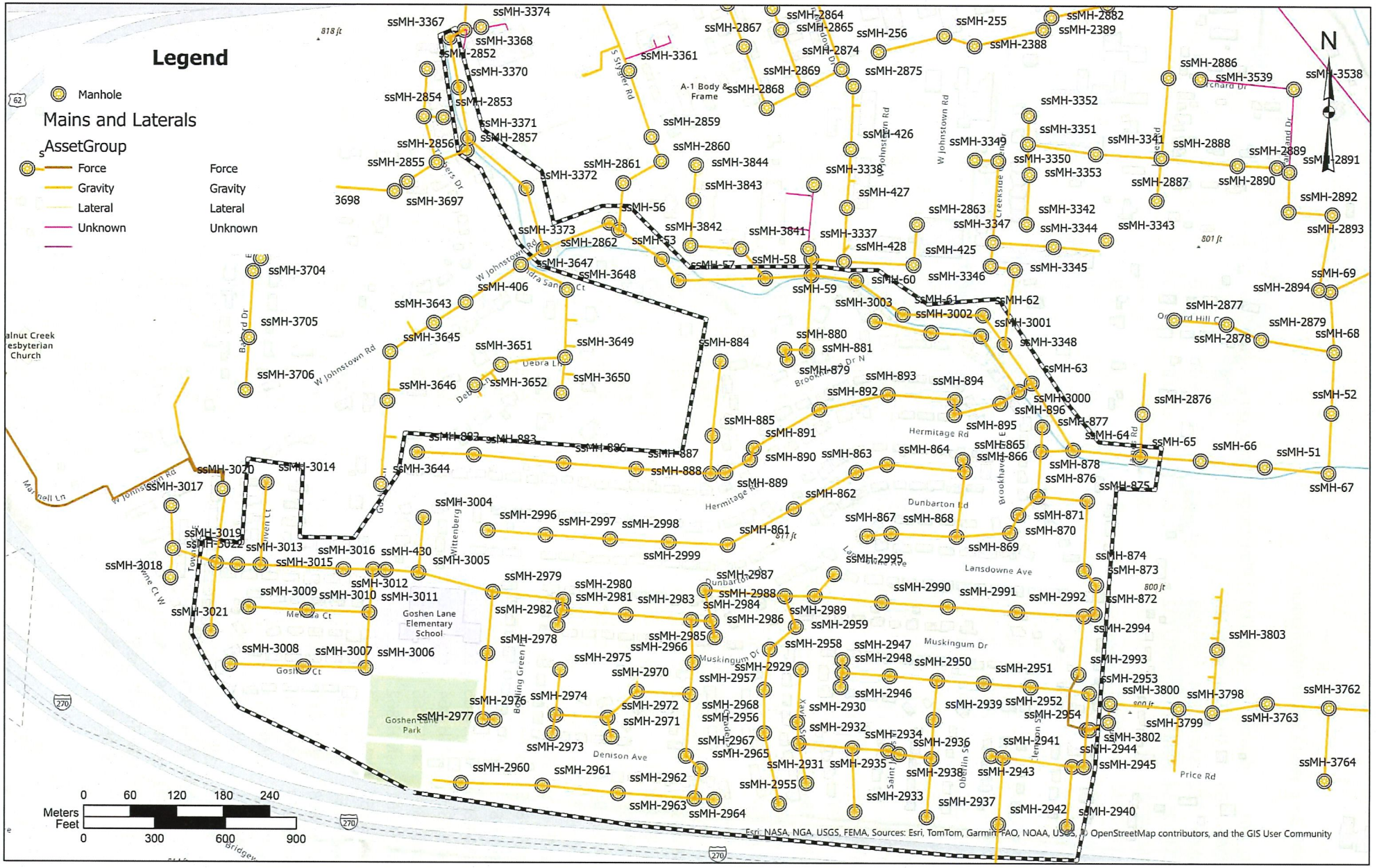


Table 1 - Sanitary Sewer Information

up_MH	down_MH	cFacilityI	Plan_Slope	Shape_Leng	Pipe Size
ssMH-2954	ssMH-3802	ssSL-796	0.4	72.8	8.0
ssMH-2932	ssMH-2934	ssSL-793	0.4	115.0	8.0
ssMH-2934	ssMH-2935	ssSL-792	0.4	240.6	8.0
ssMH-2935	ssMH-2936	ssSL-791	0.4	324.7	8.0
ssMH-2936	ssMH-2938	ssSL-790	0.4	355.0	8.0
ssMH-2938	ssMH-2939	ssSL-789	0.5	263.1	8.0
ssMH-2939	ssMH-2950	ssSL-788	0.7	311.1	8.0
ssMH-2937	ssMH-2938	ssSL-2315	0.5	237.3	8.0
ssMH-2942	ssMH-2943	ssSL-2314	0.4	182.3	8.0
ssMH-2941	ssMH-2943	ssSL-2313	0.5	264.4	8.0
ssMH-2943	ssMH-2944	ssSL-2312	0.7	247.9	8.0
ssMH-2944	ssMH-2945	ssSL-2310	0.4	290.4	8.0
ssMH-2945	ssMH-3802	ssSL-2309	0.4	89.5	8.0
ssMH-2940	ssMH-2944	ssSL-2308	0.6	98.4	8.0
ssMH-63	ssMH-64	ssSL-2307	0.4	351.4	8.0
ssMH-64	ssMH-65	ssSL-2306	0.4	125.9	8.0
ssMH-3348	ssMH-63	ssSL-3834	0.4	53.6	8.0
ssMH-61	ssMH-62	ssSL-2305	0.4	138.9	8.0
ssMH-60	ssMH-61	ssSL-2304	0.4	237.6	8
ssMH-889	ssMH-890	ssSL-1275	0.4	254.5	8.0
ssMH-890	ssMH-891	ssSL-1274	0.4	158.2	8.0
ssMH-891	ssMH-892	ssSL-1273	0.4	50.1	8.0
ssMH-892	ssMH-893	ssSL-1272	0.4	295.3	8.0
ssMH-893	ssMH-894	ssSL-1271	7.1	50.3	8.0
ssMH-894	ssMH-895	ssSL-1270	0.4	283.0	8.0
ssMH-877	ssMH-878	ssSL-1269	0.4	248.6	8.0
ssMH-878	ssMH-64	ssSL-1268	0.4	166.7	8.0
ssMH-875	ssMH-876	ssSL-1267	0.4	166.3	8.0
ssMH-876	ssMH-878	ssSL-1266	0.4	138.3	8.0
ssMH-865	ssMH-866	ssSL-1265	0.4	49.3	8.0
ssMH-863	ssMH-864	ssSL-1264	0.4	152.2	8.0
ssMH-864	ssMH-866	ssSL-1263	0.4	227.6	8.0
ssMH-861	ssMH-862	ssSL-2147	0.4	269.5	8.0
ssMH-862	ssMH-863	ssSL-2145	0.4	154.6	8.0
ssMH-867	ssMH-868	ssSL-2144	0.4	249.9	8.0
ssMH-868	ssMH-869	ssSL-2143	0.4	199.7	8.0
ssMH-869	ssMH-870	ssSL-2142	0.4	197.3	8.0
ssMH-870	ssMH-871	ssSL-2141	0.7	202.0	8
ssMH-871	ssMH-876	ssSL-2140	0.4	200.7	8.0
ssMH-887	ssMH-888	ssSL-2135	0.4	61.3	8.0
ssMH-2996	ssMH-2997	ssSL-2134	0.4	53.8	8.0
ssMH-2997	ssMH-2998	ssSL-2133	0.4	172.7	8.0
ssMH-2998	ssMH-2999	ssSL-2132	0.4	90.8	8.0
ssMH-2999	ssMH-861	ssSL-2131	0.4	223.9	8.0

ssMH-2994	ssMH-2993	ssSL-2130	1.6	138.4	8.0
ssMH-2994	ssMH-872	ssSL-2129	1.6	146.2	8.0
ssMH-872	ssMH-873	ssSL-2128	0.5	172.8	8.0
ssMH-873	ssMH-874	ssSL-2127	0.5	185.0	8.0
ssMH-2979	ssMH-2980	ssSL-2126	0.5	306.5	8.0
ssMH-2976	ssMH-2977	ssSL-2125	0.4	124.7	8.0
ssMH-2980	ssMH-2981	ssSL-2122	0.4	226.0	8.0
ssMH-2982	ssMH-2981	ssSL-2121	0.4	167.8	8.0
ssMH-2981	ssMH-2983	ssSL-2120	0.4	39.9	8.0
ssMH-2983	ssMH-2984	ssSL-2119	0.4	82.5	8.0
ssMH-2984	ssMH-2986	ssSL-2118	0.4	220.1	8.0
ssMH-2985	ssMH-2986	ssSL-2117	0.4	192.8	8.0
ssMH-2986	ssMH-2987	ssSL-2116	2.4	78.6	8
ssMH-2960	ssMH-2961	ssSL-2115	0.4	181.8	8.0
ssMH-2961	ssMH-2962	ssSL-2114	0.4	136.2	8.0
ssMH-2962	ssMH-2963	ssSL-2113	0.4	262.2	8.0
ssMH-2964	ssMH-2963	ssSL-2112	0.4	82.5	8.0
ssMH-2963	ssMH-2965	ssSL-2111	0.4	128.3	8.0
ssMH-2965	ssMH-2967	ssSL-2110	0.6	84.4	8.0
ssMH-2967	ssMH-2968	ssSL-2109	0.4	324.2	8.0
ssMH-2968	ssMH-2966	ssSL-2108	0.4	321.8	8.0
ssMH-2966	ssMH-2984	ssSL-2107	0.4	345.2	8.0
ssMH-2975	ssMH-2974	ssSL-2105	8.4	69.1	8.0
ssMH-2972	ssMH-2970	ssSL-2101	10.6	66.6	8.0
ssMH-2970	ssMH-2968	ssSL-2100	0.4	44.2	8.0
ssMH-2987	ssMH-2988	ssSL-2099	1	262.0	8.0
ssMH-2988	ssMH-2989	ssSL-2098	0.4	281.0	8.0
ssMH-2995	ssMH-2989	ssSL-2097	0.4	50.8	8.0
ssMH-2955	ssMH-2956	ssSL-2096	0.4	299.9	8.0
ssMH-2929	ssMH-2930	ssSL-2091	0.4	249.3	8.0
ssMH-2930	ssMH-2932	ssSL-2090	0.4	248.9	8.0
ssMH-2931	ssMH-2932	ssSL-2089	0.4	274.8	8
ssMH-2947	ssMH-2948	ssSL-2088	0.4	245.0	8.0
ssMH-2946	ssMH-2948	ssSL-2087	0.4	315.7	8.0
ssMH-2989	ssMH-2990	ssSL-2086	0.4	307.9	8.0
ssMH-2990	ssMH-2991	ssSL-2085	0.4	381.5	8.0
ssMH-2992	ssMH-2994	ssSL-2083	0.4	280.5	8.0
ssMH-2948	ssMH-2949	ssSL-2082	0.4	113.7	8.0
ssMH-2949	ssMH-2950	ssSL-2081	0.4	85.1	8.0
ssMH-2950	ssMH-2951	ssSL-2080	0.4	227.2	8.0
ssMH-2951	ssMH-2952	ssSL-2079	0.4	277.3	8.0
ssMH-2952	ssMH-2953	ssSL-2078	0.6	102.3	8.0
ssMH-2953	ssMH-2954	ssSL-2077	1	306.6	8.0
ssMH-2933	ssMH-2934	ssSL-2076	1	319.8	8.0
ssMH-3004	ssMH-3005	ssSL-2075	0.4	332.0	8.0
ssMH-3012	ssMH-3005	ssSL-2074	0.4	134.9	8.0
ssMH-3016	ssMH-430	ssSL-2073	0.4	51.2	8.0

ssMH-3021	ssMH-3022	ssSL-2069	0.4	105.1	8.0
ssMH-3009	ssMH-3010	ssSL-2068	0.4	64.3	8.0
ssMH-3010	ssMH-3011	ssSL-2067	0.6	285.1	8.0
ssMH-3011	ssMH-430	ssSL-2066	1.2	296.6	8
ssMH-3006	ssMH-3011	ssSL-2065	0.4	323.4	8.0
ssMH-3368	ssMH-3367	ssSL-2064	0.4	52.1	8.0
ssMH-430	ssMH-3012	ssSL-2063	0.4	118.5	8.0
ssMH-62	ssMH-3348	ssSL-2062	0.4	62.9	8.0
ssMH-2954	SSMH-3802	ssSL-2061	0.4	162.5	8.0
ssMH-3367	ssMH-3370	ssSL-2060	0.4	318.9	8.0
ssMH-3370	ssMH-3371	ssSL-2059	0.4	200.4	8.0
ssMH-2856	ssMH-2857	ssSL-2058	0.4	94.6	8.0
ssMH-3371	ssMH-3372	ssSL-2057	0.4	64.1	8.0
ssMH-3372	ssMH-3373	ssSL-2056	0.4	286.4	8.0
ssMH-3373	ssMH-56	ssSL-2055	0.4	211.7	8.0
ssMH-3008	ssMH-3007	ssSL-2054	1.6	244.2	8.0
ssMH-3007	ssMH-3006	ssSL-2053	1.6	321.0	8.0
ssMH-3014	ssMH-3015	ssSL-2052	0.6	95.0	8.0
ssMH-3005	ssMH-2979	ssSL-2051	1	45.9	8.0
	ssMH-2960	ssSL-123	0.4	14.1	8.0
ssMH-2978	ssMH-2979	ssSL-2123	0.4	340.6	10.0
ssMH-2973	ssMH-2974	ssSL-2106	0.4	135.5	10.0
ssMH-2974	ssMH-2972	ssSL-2104	0.4	86.4	10
ssMH-2971	ssMH-2972	ssSL-2103	0.4	277.8	10.0
	ssMH-2970	ssSL-2102	0.4	271.7	10.0
ssMH-882	ssMH-883	ssSL-569	0.3	52.0	10.0
ssMH-3019	ssMH-3022	ssSL-4208	0	39.3	10.0
ssMH-866	ssMH-869	ssSL-2139	0.2	283.3	12.0
ssMH-874	ssMH-875	ssSL-2138	0.2	294.1	12.0
ssMH-883	ssMH-886	ssSL-2137	0.2	280.4	12.0
ssMH-886	ssMH-887	ssSL-2136	0.2	285.4	12.0
ssMH-2977	ssMH-2978	ssSL-2124	0.2	126.8	12.0
ssMH-2959	ssMH-2988	ssSL-2092	0.4	248.9	12.0
ssMH-59	ssMH-60	ssSL-3464	0.5	69.6	15.0
ssMH-2956	ssMH-2957	ssSL-2095	0.3	80.1	15.0
ssMH-2957	ssMH-2958	ssSL-2094	0.3	123.0	15.0
ssMH-2958	ssMH-2959	ssSL-2093	0.3	47.3	15.0
ssMH-2991	ssMH-2992	ssSL-2084	0.3	299.9	15.0
ssMH-3015	ssMH-3016	ssSL-2072	0.3	190.3	15.0
ssMH-3013	ssMH-3015	ssSL-2071	0.3	211.6	15.0
ssMH-3022	ssMH-3013	ssSL-2070	0.3	136.4	15.0
ssMH-58	ssMH-59	ssSL-567	0.3	216.0	18
ssMH-57	ssMH-58	ssSL-568	0.3	221.1	18.0
ssMH-53	ssMH-57	ssSL-570	0.3	326.0	18.0
ssMH-56	ssMH-53	ssSL-1310	0.3	271.2	18.0
ssMH-879	ssMH-880	ssSL-571	0.3	268.8	18.0
ssMH-880	ssMH-881	ssSL-573	0.3	300.8	18.0

ssMH-881	ssMH-59	ssSL-1309	0.3	115.4	18.0
ssMH-3003	ssMH-3002	ssSL-1308	0.3	367.1	18.0
ssMH-3002	ssMH-3001	ssSL-1307	0.3	196.2	18.0
ssMH-3001	ssMH-3000	ssSL-1306	0.3	190.6	18.0
ssMH-896	ssMH-63	ssSL-1305	0.3	246.2	18.0
ssMH-896	ssMH-3000	ssSL-1304	0.5	339.7	18.0
ssMH-895	ssMH-896	ssSL-1303	0.4	201.6	18.0
ssMH-884	ssMH-885	ssSL-4183	0.4	153.5	18.0
ssMH-888	ssMH-889	ssSL-1279	0.5	335.3	18.0
ssMH-885	ssMH-888	ssSL-1280	0.3	285.5	21.0

Figure 1b - Storm Sewer

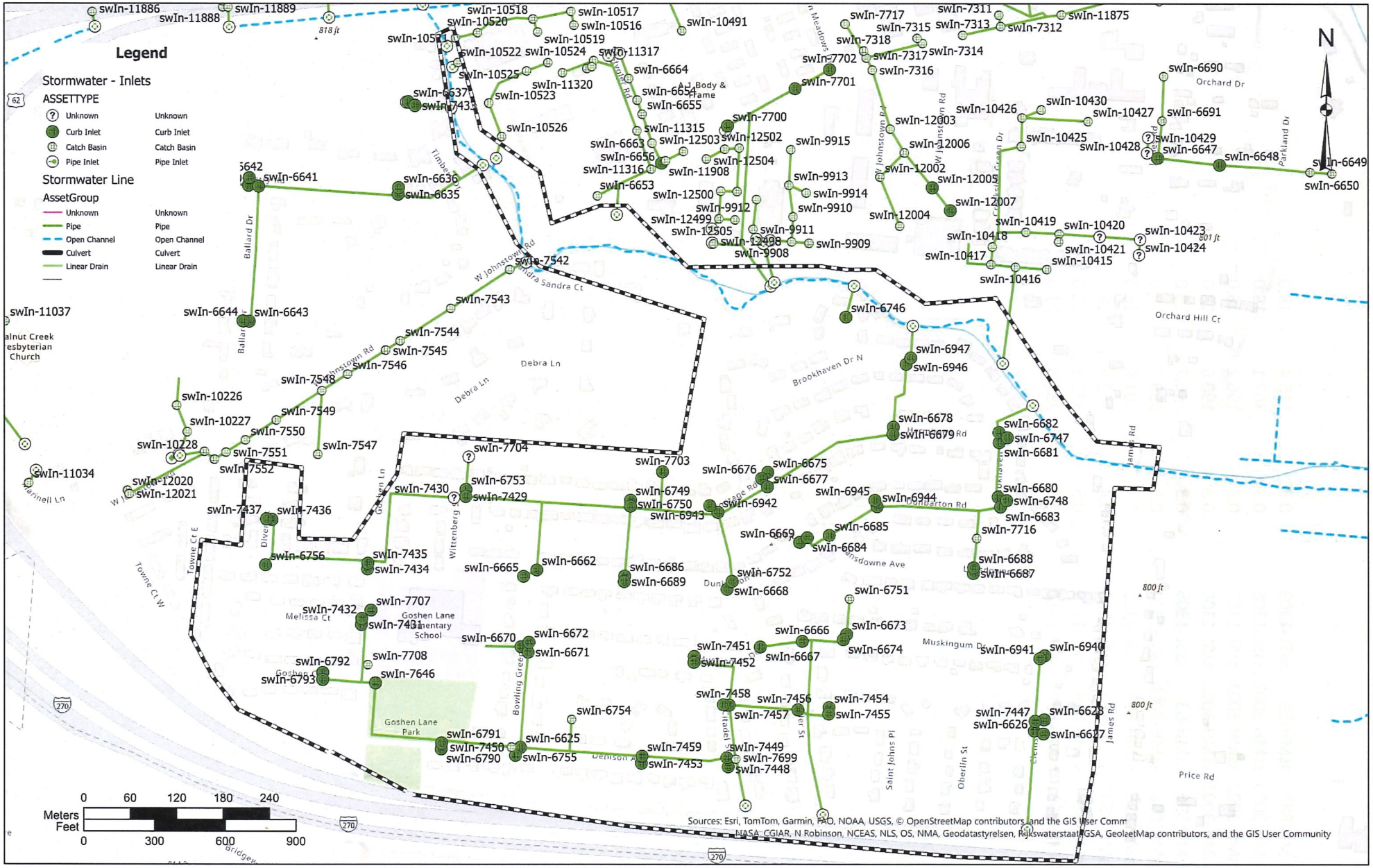


Table 2 - Storm Sewer Information

up_MH	down_MH	cFacilityI	Stm_Ln_ID	Diameter_1	Length	Material	Us_Elev	Ds_Elev
	swln-6670	swSL-576	SM-PIP-4783	0	25.1	CON	0.00	0.00
swMH-402	swln-7699	swSL-581	SM-PIP-4596	0	179.4	CON	0.00	0.00
swln-7699	swOF-59	swSL-2022	SM-PIP-4232	12	21.0	CON	0.00	0.00
swMH-398	swln-7456	swSL-2023	SM-PIP-4231	12	157.8	CON	814.02	0.00
swln-7708	swMH-3	swSL-281	SM-PIP-4669	12	41.3	CON	806.40	806.00
swMH-19	swMH-3	swSL-282	SM-PIP-4650	12	238.0	CON	798.50	793.74
swln-6674	swMH-333	swSL-286	SM-PIP-4654	12	25.0	CON	0.00	0.00
swMH-387	swMH-388	swSL-292	SM-PIP-4607	12	37.3	CON	802.50	802.00
swln-6752	swMH-387	swSL-544	SM-PIP-4255	12	25.0	CON	812.50	812.00
swln-6668	swln-6752	swSL-547	SM-PIP-4230	12	21.4	CON	814.21	814.12
swln-6685	swln-6944	swSL-548	SM-PIP-4229	12	29.8	CON	814.38	814.31
swln-6944	swMH-389	swSL-549	SM-PIP-4239	12	73.3	CON	0.00	813.10
swMH-389	swMH-390	swSL-552	SM-PIP-4238	12	29.8	CON	813.93	813.86
swMH-390	swln-6683	swSL-553	SM-PIP-4237	12	166.0	CON	816.25	813.10
swln-6945	swln-6944	swSL-554	SM-PIP-4228	12	53.6	CON	814.70	814.38
swln-6687	swln-6688	swSL-557	SM-PIP-4554	12	25.0	CON	810.50	810.10
swln-6688	swln7716	swSL-560	SM-PIP-4560	12	38.0	CON	809.13	0.00
swln-7716	swMH-390	swSL-561	SM-PIP-4626	12	138.9	CON	810.40	808.80
swln-6682	swMH-325	swSL-562	SM-PIP-4625	12	30.5	CON	808.80	808.60
swMH-325	swOF-366	swSL-564	SM-PIP-4578	12	40.0	CON	810.54	810.44
swln-6675	swln-6676	swSL-568	SM-PIP-4778	12	135.0	CON	810.04	808.96
swln-6676	swln-6677	swSL-574	SM-PIP-4573	12	40.0	CON	807.20	806.35
swln-6628	swln-7447	swSL-575	SM-PIP-4561	12	33.0	CON	808.72	0.00
swMH-2	swMH-405	swSL-580	SM-PIP-4581	12	30.0	CON	802.74	801.39
swMH-405	swMH-404	swSL-587	SM-PIP-4668	12	25.0	CON	807.50	807.00
sWMH-404	swMH-331	swSL-590	SM-PIP-4630	12	25.0	CON	806.30	806.00
swln-7434	swln-7435	swSL-591	SM-PIP-4667	12	60.1	CON	808.50	808.00
swln-7435	swMH-405	swSL-595	SM-PIP-4653	12	36.0	CON	801.90	801.40
swMH-331	swln-7430	swSL-596	SM-PIP-4652	12	41.2	CON	801.19	800.70
swln-7432	swln-7431	swSL-597	SM-PIP-4651	12	83.8	CON	800.18	798.50
swln-7431	swMH-19	swSL-598	SM-PIP-4566	12	37.5	CON	791.80	791.50
swMH-3	swMH-17	swSL-603	SM-PIP-4568	12	42.3	CON	791.80	791.30
swMH-17	swln-7646	swSL-615	SM-PIP-4698	12	139.5	CON	800.30	796.10
swln-7646	swMH-18	swSL-616	SM-PIP-4633	12	162.7	CON	806.50	804.90
swln-6792	swln-6793	swSL-617	SM-PIP-4635	12	43.8	CON	804.50	804.00
swln-6793	swMH-17	swSL-621	SM-PIP-4600	12	25.0	CON	794.10	793.30
swln-7707	swln-7432	swSL-622	SM-PIP-4601	12	267.3	CON	793.77	792.70
swMH-18	swMH-403	swSL-628	SM-PIP-4599	12	25.0	CON	0.00	793.80
swln-6791	swMH-403	swSL-792	SM-PIP-4258	12	25.0	CON	813.40	813.20
swln-6790	swln-6791	swSL-795	SM-PIP-4256	12	41.3	CON	814.00	813.50
swMH-403	swln-7450	swSL-1020	SM-PIP-4580	15	145.0	CON	810.07	0.00
swln-7450	swln-6625	swSL-2029	SM-PIP-4584	15	13.8	CON	794.67	794.64
swln-6755	swln-6625	swSL-279	SM-PIP-4637	15	188.8	CON	804.79	802.90
swln-7704	swln-6753	swSL-280	SM-PIP-4670	15	101.0	CON	805.80	804.79
swln-6753	swln-7429	swSL-283	SM-PIP-4649	15	109.2	CON	793.49	793.05
swln-7430	swln-7429	swSL-284	SM-PIP-4648	15	323.8	CON	793.05	791.75

swIn-6672	swIn-6671	swSL-287	SM-PIP-4570	15	25.0	CON	793.25	792.95
swIn-6671	swMH-399	swSL-293	SM-PIP-4606	15	43.4	CON	802.00	801.30
swMH-399	swIn-6625	swSL-294	SM-PIP-4604	15	39.1	CON	0.00	792.70
swIn-6670	swIn-6671	swSL-541	SM-PIP-4252	15	409.1	CON	812.53	811.90
swIn-6754	swMH-400	swSL-542	SM-PIP-4253	15	70.0	CON	810.33	809.95
swIn-6625	swMH-400	swSL-545	SM-PIP-4254	15	9.5	CON	812.00	811.50
swMH-400	swIn-7459	swSL-550	SM-PIP-4236	15	60.0	CON	813.00	812.71
swIn-7459	swMH-401	swSL-551	SM-PIP-4235	15	227.3	CON	812.61	811.52
swMH-401	swIn-7449	swSL-555	SM-PIP-4234	15	299.0	CON	811.42	809.98
swIn-7449	swMH-402	swSL-556	SM-PIP-4553	15	7.5	CON	810.10	809.98
swIn-7449	swIn-7448	swSL-563	SM-PIP-4624	15	46.6	CON	808.82	808.54
swIn-7453	swIn-7459	swSL-565	SM-PIP-4577	15	207.0	CON	809.77	809.28
swIn-7451	swIn-7452	swSL-566	SM-PIP-4576	15	202.0	CON	809.28	808.88
swIn-7452	swMH-327	swSL-567	SM-PIP-4579	15	39.0	CON	0.00	809.70
swMH-327	swIn-7457	swSL-577	SM-PIP-4782	15	169.3	CON	0.00	803.07
swIn-7457	swMH-402	swSL-578	SM-PIP-4575	15	163.0	CON	803.07	802.39
swIn-7458	swIn-7457	swSL-582	SM-PIP-4586	15	43.2	CON	795.30	795.00
swIn-6667	swIn-6666	swSL-584	SM-PIP-4583	15	27.9	CON	0.00	794.67
swIn-6666	swMH-326	swSL-585	SM-PIP-4582	15	147.1	CON	795.54	0.00
swMH-333	swMH-326	swSL-588	SM-PIP-4631	15	289.5	CON	806.46	805.30
swIn-6673	swIn-6674	swSL-589	SM-PIP-4638	15	5.5	CON	805.75	805.50
swIn-6751	swIn-6673	swSL-592	SM-PIP-4628	15	289.5	CON	807.66	806.50
swIn-7457	swMH-398	swSL-593	SM-PIP-4627	15	322.9	CON	808.44	806.50
swIn-6689	swIn-6686	swSL-600	SM-PIP-4567	15	8.6	CON	791.50	791.30
swIn-6656	swMH-397	swSL-618	SM-PIP-4636	15	14.5	CON	803.75	803.30
swIn-6750	swMH-397	swSL-620	SM-PIP-4605	15	38.6	CON	0.00	792.20
swIn-6749	swIn-6750	swSL-629	SM-PIP-4598	15	13.8	CON	793.80	793.66
swIn-6665	swIn-6662	swSL-630	SM-PIP-4597	15	85.3	CON	793.64	792.90
swIn-6662	swMH-396	swSL-793	SM-PIP-4259	15	9.5	CON	813.20	813.00
swIn-7429	swMH-396	swSL-794	SM-PIP-4257	15	156.0	CON	813.00	812.53
swMH-396	swMH-397	swSL-288	SM-PIP-4571	18	125.2	CON	792.80	792.18
swIn-6669	swIn-6684	swSL-289	SM-PIP-4572	18	115.1	CON	792.18	791.60
swIn-6684	swMH-395	swSL-543	SM-PIP-4251	18	290.6	CON	809.95	809.37
swMH-395	swIn-6685	swSL-546	SM-PIP-4250	18	273.3	CON	809.37	808.82
swIn-6748	swIn-6680	swSL-558	SM-PIP-4233	18	337.2	CON	809.88	809.21
swIn-6683	swMH-394	swSL-559	SM-PIP-4555	18	40.0	CON	809.29	808.88
swIn-6680	swMH-394	swSL-583	SM-PIP-4585	18	120.5	CON	794.64	794.30
swMH-394	swIn-6681	swSL-619	SM-PIP-4602	18	45.0	CON	792.42	792.20
swIN-6681	swIn-6682	swSL-627	SM-PIP-4589	18	278.0	CON	794.19	793.30
swIn-6747	swIn-6682	swSL-569	SM-PIP-4556	21	205.0	CON	808.88	808.47
swMH-397	swMH-386	swSL-570	SM-PIP-4557	21	305.0	CON	808.47	807.85
swMH-386	swMH-388	swSL-571	SM-PIP-4558	21	285.0	CON	807.85	806.68
swMH-388	swIn-6677	swSL-572	SM-PIP-4559	21	80.0	CON	806.68	806.10
swIn-6677	swMH-391	swSL-594	SM-PIP-4629	21	375.0	CON	806.13	804.63
swMH-391	swIn-6679	swSL-604	SM-PIP-4632	21	128.2	CON	804.51	804.04
swIn-6679	swIn-6678	swSL-605	SM-PIP-4634	21	248.0	CON	804.04	802.55
swIn-6678	swMH-392	swSL-285	SM-PIP-4647	24	87.8	CON	791.33	791.12
swMH-392	swMH-393	swSL-573	SM-PIP-4780	24	35.0	CON	806.68	806.10
swMH-393	swIn-6946	swSL-579	SM-PIP-4574	24	217.0	CON	805.78	801.64

swIn-6946	swIn-6947	swSL-599	SM-PIP-4565	24	45.2	CON	791.02	790.86
swIn-6947	swOF-367	swSL-606	SM-PIP-4593	24	235.9	CON	802.30	800.41
swIn-6746	swOF-368	swSL-607	SM-PIP-4594	24	354.5	CON	800.31	797.12
swIn-7703	swMH-386	swSL-608	SM-PIP-4595	24	241.4	CON	797.02	794.85
swIn-6943	swIn-6942	swSL-623	SM-PIP-4603	24	416.9	CON	791.95	790.70
swIn-6942	swMH-388	swSL-2020	SM-PIP-4591	27	142.5	CON	0.00	802.64
swIn-7447	swIn-6626	swSL-586	SM-PIP-4590	27	142.5	CON	801.39	801.12
swIn-6627	swIn-6626	swSL-624	SM-PIP-4592	27	43.0	CON	796.24	792.80
swIn-6940	swIn-6941	swSL-2016	SM-PIP-4371	30	12.5	CON	805.85	805.82
swIn-6941	swIn-7447	swSL-2017	SM-PIP-4372	30	212.0	CON	805.82	805.35
swIn-6626	swOF-369	swSL-290	SM-PIP-4562	30	43.3	CON	790.05	789.95
swIn-7456	swMH-384	swSL-291	SM-PIP-4569	30	166.0	CON	789.90	789.50
swMH-384	swMH-385	swSL-601	SM-PIP-4564	30	232.8	CON	790.61	790.14
swMH-385	swOF-370	swSL-602	SM-PIP-4563	30	42.5	CON	790.14	790.05
swMH-326	swMH-384	swSL-609	SM-PIP-4715	30	29.8	CON	794.58	794.51
swIn-7454	swIn-7455	swSL-610	SM-PIP-4714	30	125.1	CON	794.51	794.15
swIn-7455	swMH-383	swSL-611	SM-PIP-4713	30	39.5	CON	794.11	794.00
swMH-383	swMH-384	swSL-612	SM-PIP-4712	30	127.5	CON	793.96	793.60
swIn-7437	swIn-7436	swSL-613	SM-PIP-4711	30	30.2	CON	793.53	793.45
swIn-7436	swMH-406	swSL-614	SM-PIP-4710	30	139.5	CON	793.39	793.00
swMH-406	swMH-2	swSL-625	SM-PIP-4588	30	115.7	CON	792.80	792.31
swIn-6756	swMH-2	swSL-626	SM-PIP-4587	30	270.9	CON	792.31	791.50

APPENDIX E

OWNER-CONTRACTOR AGREEMENT & GAHANNA GENERAL CONDITIONS

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**	**Visu-Sewer of Ohio, LLC** **6508 Taylor Rd., SW** **Reynoldsburg, OH 43068** **Contractor Representative:**

Project Name: **CCTV and Sanitary Sewer Cleaning Project**

Contract Effective Date: **April 6, 2026**

___ 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:
If no other individual is named, then the Senior Utilities Engineer shall be considered to be the Project Design Professional. **Brenda VanCleave, PE Fishbeck 1 East Campus View Boulevard, Suite 310, Columbus, Ohio 43235, Phone: 614.363.1001**

The Design Professional's Representative is:**Brenda VanCleave, PE, bvancleave@fishbeck.com**

The Date for Substantial Completion is the following date or the following Contract Time 240 calendar days (in calendar days)

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: **$362,123.65**

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: 240 calendar days 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**

By: Laurie A Jadwin Digitally signed by Laurie A Jadwin DN: cn=Laurie A Jadwin, c=US, o=City of Gahanna, email=Laurie.Jadwin@gahanna.gov Date: 2026.05.04 08:52:46 -04'00'

Name: **Laurie A. Jadwin**

Title: **Mayor**

Date: _____

Contractor (as identified on the Contract Terms Sheet)

By: _____

Name: Keith M. Alexander

Title: President/CEO

Date: 4/22/2026

By: _____

Name: **Holly Boyer, PE**

Title: **Senior Utilities Engineer**

Date: 4/9/2026

Approved as to form of Contract and Contract Bond:

By: Priya D. Tamilarasan Digitally signed by Priya D. Tamilarasan DN: cn=Priya D. Tamilarasan, c=US, o=City of Gahanna, ou=City Attorney, email=priya.tamilarasan@gahanna.gov Date: 2026.05.01 10:41:21 -04'00'

Name: **Priya D. Tamilarasan**

Title: **City Attorney**

Date: 5/1/2026

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 **$362,123.65,** required to meet the cost of the attached Contract between the City of Gahanna, Ohio and **Visu-Sewer of Ohio, LLC.**, 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: 04/08/2026

Signed: Joann Bury Digitally signed by Joann Bury DN: cn=Joann Bury, c=US, o=City of Gahanna, ou=Finance Department, email: joann.bury@gahanna.gov Date: 2026.04.08 11:49:21 -04'00'

By: Joann Bury

Title: Director of Finance

STATE OF OHIO BUREAU OF WORKER'S COMPENSATION
INSURANCE **CERTIFICATE ATTACHMENT SHEET**

Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
80087806

Visu-Sewer of Ohio, LLC
W230N4855 BETKER DR
PEWAUKEE WI 53072-1430

Period Specified Below
07/01/2025 to 07/01/2026

www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

INSURANCE CERTIFICATE ATTACHMENT SHEET

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

R&R Insurance Services, Inc.
P.O. Box 1610
Waukesha, WI 53187-1610

CONTACT NAME: R&R Certificate Team
PHONE (A/C, No, Ext): (262)574-7000 FAX (A/C, No): (262)953-1306
E-MAIL ADDRESS: clcertificates@rrins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Phoenix Insurance Company	25623
INSURER B :	Charter Oak Fire Insurance Company	25615
INSURER C :	Travelers Prop Cas Ins Co of America	25674
INSURER D :	Travelers Indemnity Company	25658
INSURER E :	St. Paul Surplus Lines Insurance Co.	30481
INSURER F :		

INSURED

Visu-Sewer of Ohio LLC
6508 Taylor Rd SW
Reynoldsburg, OH 43068

COVERAGES **CERTIFICATE NUMBER:** 784155 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:	X		CO-5968X624	04-01-2026	04-01-2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X		810-5968X624	04-01-2026	04-01-2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		CUP-0J357280	04-01-2026	04-01-2027	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-3K116933	04-01-2026	04-01-2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
E	Contractors Pollution Liab	X		ZCC-51N90273	04-01-2025	04-01-2028	Each Occ & Agg	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: CCTV and Sanitary Sewer Cleaning Project. City of Gahanna is Additional Insured for General Liability, including ongoing and completed operations, Auto Liability, Umbrella Liability, and Pollution Liability when required by a written contract. General Liability, Auto Liability, Umbrella Liability, and Pollution Liability coverage is primary and non-contributory when required by a written contract. Builders Risk applies per policy 630-6X476603, $362,123.65

CERTIFICATE HOLDER

City of Gahanna
200 South Hamilton Road
Gahanna, OH 43230

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

   So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

   Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

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d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**;

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":
   a. Means injury caused by one or more of the following offenses:
      (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
      (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
         (a) Appropriates a person's name, voice, photograph or likeness; or
         (b) Unreasonably places a person in a false light; or
      (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
   b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.
3. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
   a. Physical harm, including sickness or disease, sustained by a person; or
   b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
   a. By radio or television; or
   b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
      (1) Radio or television programming being transmitted;
      (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
      (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
      (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

   provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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21. "Premises damage" means:

    a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

    b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

        (1) Fire;

        (2) Explosion;

        (3) Lightning;

        (4) Smoke resulting from fire, explosion or lightning; or

        (5) Water.

        But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

        (1) Rupture, bursting, or operation of pressure relief devices;

        (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

        (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

    a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

        (1) Products that are still in your physical possession; or

        (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

            (a) When all of the work called for in your contract has been completed.

            (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

            (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

        Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

    b. Does not include "bodily injury" or "property damage" arising out of:

        (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

        (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

        (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

    a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

    b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

    For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

    a. Means a phrase that others use for the purpose of attracting attention in their advertising.

    b. Does not include a phrase used as, or in, the name of:

        (1) Any person or organization, other than you; or

        (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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Visu-Sewer of Ohio LLC

04/01/2026

04/01/2027

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 D3 (A)

POLICY NUMBER: UB-3K116933

OHIO EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in Ohio.

A. Part One (Workers Compensation Insurance) does not apply to work in Ohio.

B. Part Two (Employers Liability Insurance) applies to work in Ohio as though it were shown in Item 3.A. of the Information Page.

C. Part Two (Employers Liability Insurance), C. Exclusions 5. is removed and replaced with the following:

C. Exclusions

This insurance does not cover:

5. bodily injury directly intended by the insured;

Part Two (Employers Liability Insurance), C. Exclusions is changed by adding these exclusions:

14. bodily injury to an employee when you are deprived by common law defense or are subject to penalty because of your failure to secure your obligations under the workers compensation law of Ohio or otherwise fail to comply with the law.

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, INPART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.

2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

4. For the purposes of Paragraph **1.** above:

   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:

      (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability

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Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

(2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

(3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.

2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:

a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

b. The "bodily injury" or "property damage" occurs during the policy period; and

c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

5. "Bodily injury" or "property damage":

a. Which occurs during the policy period; and

b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY** of **SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

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includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
   a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
   b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
   c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.
7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
8. Coverage **B** of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage **C** applies.
2. Coverage **C** of this insurance applies to "crisis management service expenses" that:
   a. Arise out of a "crisis management event" that first commences during the policy period;
   b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and
   c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.
3. A "crisis management event" will be deemed to:
   a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and
   b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.
4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.
5. A "self-insured retention" does not apply to "crisis management service expenses".
6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:
   a. Under Coverage **A**, against a "suit" seeking damages to which such coverage applies, if:
      (1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or
      (2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

      For any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or
   b. Under Coverage **B**, against a "suit" seeking damages to which such coverage applies.
2. We have no duty to defend any insured against any "suit":
   a. Seeking damages to which this insurance does not apply; or
   b. If any other insurer has a duty to defend.

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3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
   a. All expenses we incur.
   b. The cost of:
      (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
      (2) Appeal bonds and bonds to release attachments;

      but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.
   d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
   a. The limits of insurance afforded to such person or organization will be:
      (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
      (2) The limits of insurance of this policy;

      whichever is less; and
   b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
   a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

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b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.

3. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you

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maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
   b. Coverage for such organization does not apply to:
      (1) "Bodily injury" or "property damage" that occurred; or
      (2) "Personal injury" or "advertising injury" arising out of an offense committed;

      before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED**.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage **C**, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.
2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
   b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

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1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. **Asbestos**

   a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

   b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.

   c. Any loss, cost or expense arising out of any:

   (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

   (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. **Employment-Related Practices**

   Damages because of injury to:

   a. A person arising out of any:

   (1) Refusal to employ that person;

   (2) Termination of that person's employment; or

   (3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is

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committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1)**, **(2)** or **(3)** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;

b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or

c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

a. The actual, alleged or threatened exposure of any person or property to; or

b. The "hazardous properties" of;

any "nuclear material".

As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties;

b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and

c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

a. Uninsured motorists;

b. Underinsured motorists;

c. Auto no-fault or other first-party personal injury protection (PIP);

d. Supplementary uninsured/underinsured motorists (New York); or

e. Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

a. War, including undeclared or civil war; or

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage **B**:

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

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b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **a.** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

a. While ashore on premises owned by or rented to any insured; or

b. That is 50-feet long or less and that:

(1) You own; or

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(2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;

f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

g. "Your product" arising out of "your product" or any part of it; or

h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

b. "Your work"; or

c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

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18. Material Published Or Used Prior To Policy Period

a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

a. Copyright;

b. Patent;

c. Trade dress;

d. Trade name;

e. Trademark;

f. Trade secret; or

g. Other intellectual property rights or laws.

This exclusion does not apply to:

a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

a. Advertising, "broadcasting" or publishing;

b. Designing or determining content of web-sites for others; or

c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage **C**:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis

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management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph **5.** of Paragraph **D., DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
   a. How, when and where the "event" or "occurrence" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
   c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
3. With respect to Coverage **A**, the insured must:
   a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
   b. Comply with the terms of the "underlying insurance"; and
   c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under

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this policy or any policy of "underlying insurance".

4. With respect to Coverage **B**, the insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
   b. Authorize us to obtain necessary records and other information;
   c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
   a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
   b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
   a. How, when and where that "crisis management event" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
   c. The nature and location of any injury or damage arising out of that "crisis management event"; and
   d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
   a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
   b. You have paid all premiums due for this policy at the time you make such request;
   c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and

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d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.

3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.

4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

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1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
   a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
   b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

   If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

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execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
   b. Next, to us; and
   c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
   a. A court decision; or
   b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and
   b. The applicable limit of insurance of any "other insurance" that applies.

   The limits of insurance in any policy of "underlying insurance" will apply even if:
   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
   b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
   a. Another insurance company;
   b. Us or any of our affiliated insurance companies;
   c. Any risk retention group;

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d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or

e. Any similar risk transfer or risk management method.

"Other insurance" does not include:

a. Any "underlying insurance"; or

b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.

8. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all the work called for in your contract has been completed;

(b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.

b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

c. Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

B. With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

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a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

b. Information bearing on a person's credit worthiness, credit standing or credit capacity;

c. Social security number;

d. Driver's license number; or

e. Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

b. California's Song-Beverly Credit Card Act and any of its amendments; or

c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

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b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.

b. Vehicles maintained for use solely on or next to premises you own or rent.

c. Vehicles that travel on crawler treads.

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers.

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

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b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

16. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage **B** for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

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21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Title" means the name of a literary or artistic work.

23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage **C**:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

b. Significant adverse regional or national media coverage.

3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

a. For the reasonable and necessary:

(1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

(2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and

b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:

(1) Medical expenses;

(2) Funeral expenses;

(3) Psychological counseling;

(4) Travel expenses;

(5) Temporary living expenses;

(6) Expenses to secure the scene of a "crisis management event"; or

(7) Any other expenses pre-approved by us.

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4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
5. "Executive officer" means your:
   a. Chief Executive Officer;
   b. Chief Operating Officer;
   c. Chief Financial Officer;
   d. President;
   e. General Counsel;
   f. General partner (if you are a partnership); or
   g. Sole proprietor (if you are a sole proprietorship);

   or any person acting in the same capacity as any individual listed above.

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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: **CCTV and Sanitary Sewer Cleaning Project**
   Project Location: Various locations throughout the City of Gahanna

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:
   Contractor: **Visu-Sewer of Ohio, LLC, 6508 Taylor Rd., SW, Reynoldsburg, OH 43068**

   Surety: **SiriusPoint America Insurance Company, 10805 Old Mill Road, Omaha, NE 68154**

4. The date the City of Gahanna first executed a contract with a principal contractor for this public improvement is: **April 6, 2026**

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.

Holly Boyer — Sr. Utility Engineer

Signature — Title

Holly A. Boyer

Printed Name

Sworn and subscribed before me this 8th day of April, 2026.

Fredena L. Williams

Notary Public



NOTICE OF AWARD TO CONTRACTOR

To: **Visu-Sewer of Ohio, LLC**
6508 Taylor Rd., SW
Reynoldsburg, OH 43068

Date: **April 6, 2026**

Project: **CCTV and Sanitary Sewer Cleaning Project**

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 **$362,123.65** (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 6th day of April, 2026

By:

Holly Boyer, PE
Senior Utilities Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

Contractor:

This 22nd day of April, 2026

By: _____

Name: Keith M. Alexander

Title: President/CEO

NOTICE OF AWARD TO SURETY AND SURETY'S AGENT

Date: **April 6, 2026**

SENT BY REGULAR U.S. MAIL

Surety Company:
SiriusPoint America Insurance Company
10805 Old Mill Road,
Omaha, NE 68154

Surety Agent:
Marsh & McLennan Agency
17335 Golf Parkway, Suite 450
Brookfield, WI 53045

Re: Notice of Award of Contract

To Whom It May Concern:

You are notified that your principal, **Visu-Sewer of Ohio, LLC,** has been awarded a contract for the **CCTV and Sanitary Sewer Cleaning Project** in the amount of **$362,123.65**, by the City of Gahanna.

Thank you,

By: Angela Roth
Engineering Program Coordinator

NOTICE TO PROCEED

To: **Visu-Sewer of Ohio, LLC**
6508 Taylor Rd., SW
Reynoldsburg, OH 43068

Date: 5/13/26

Project: **CCTV and Sanitary Sewer Cleaning Project**

Owner: City of Gahanna
200 South Hamilton Road
Gahanna, Ohio 43230

You are hereby notified to commence Work in accordance with the Agreement dated April 6, 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: ESTIMATOR/PROJECT MANAGER

CHANGE ORDER

Order No: _____
Date: _____
Agreement Date: _____

Name of PROJECT: **CCTV and Sanitary Sewer Cleaning Project**
OWNER: City of Gahanna, Ohio
CONTRACTOR:

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 _____, (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:
CCTV and Sanitary Sewer Cleaning 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 (60^{th}) 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 Gahanna City Code Section 133.02. 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 Gahanna City Code Section 133.02. 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.

APPENDIX F

CITY OF COLUMBUS CONSTRUCTION & MATERIAL SPECIFICATIONS SUPPLEMENT

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