



Doug Joseph, President
Caleb Skinner, Ward 1
Brett Luzader, Ward 2
Marshall Spalding, Ward 3
Mel Clemens, Ward 4
Barth Cotner, At-Large
Stacie A. Baker, At-Large
Kristin J. Bryant, At-Large

CITY COUNCIL

Committee Meetings Regular Council Meeting

7232 E. Main St
Reynoldsburg, OH 43068
www.ci.reynoldsburg.oh.us

Bailey Sparks
614-322-6805

Monday, July 8, 2019

Council Chambers

CITY COUNCIL MEETING

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

- a. City Council – Regular Meeting – June 24, 2019

3. APPROVAL OF AGENDA

4. COMMUNITY COMMENTS AND REQUESTS

6. COMMUNICATIONS

- a. Clerk of Court Report

7. REPORTS

8. MOTIONS

- a. MOTION THAT THE COUNCIL OF THE CITY OF REYNOLDSBURG DOES HEREBY ADOPT THE RESOLUTION IN SUPPORT OF THE 2020 CENSUS, AND THE REYNOLDSBURG COMPLETE COUNT COMMITTEE --- Cotner. City Council.
- b. MOTION TO APPOINT MOLLIE PRASHER AS CLERK OF COUNCIL
- c. MOTION THAT THE MAYOR BE AUTHORIZED TO ADVERTISE FOR BIDS FOR BUILDING PROFESSIONALS FOR CONSULTING CITY PLAN REVIEW, AND CHIEF BUILDING OFFICIAL SERVICES FOR 2019 TO 2021 --- Spalding.

9. LEGISLATION FOR EMERGENCY ADOPTION

- A. ORDINANCE TO AMEND ORDINANCE 113-15 ADOPTED ON DECEMBER 21, 2015 WHICH READ AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT AND ANNEXATION AGREEMENT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY; AND DECLARING AN EMERGENCY. (First Reading 9/10/2018). --- Spalding. Development Department.
- B. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BUILDERSCAPE, INC. TO PERFORM PHASE 2 CONSTRUCTION SERVICES FOR THE LANCASTER AVENUE AND MAIN STREET PARKING LOT IMPROVEMENT PROJECT; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.
- C. ORDINANCE AUTHORIZING AND DIRECTING THE CLERK OF COUNCIL TO CERTIFY NUISANCE COSTS (2018) FOR COLLECTION BY THE FRANKLIN COUNTY AUDITOR; AND DECLARING AN EMERGENCY. --- Luzader. Public Service And Transportation Committee.
- D. ORDINANCE AUTHORIZING AND DIRECTING THE CLERK OF COUNCIL TO CERTIFY NUISANCE COSTS (2018) FOR COLLECTION BY THE LICKING COUNTY AUDITOR; AND DECLARING AN EMERGENCY. --- Luzader. Public Service And Transportation Committee.

10. LEGISLATION FOR FIRST READING

- A. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: REPEALING/REPLACING VARIOUS SECTIONS OF CHAPTER 505 ANIMALS AND FOWL: PHASE 1 --- BRYANT. PUBLIC SAFETY, LAW AND COURTS COMMITTEE.
- B. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: REPEALING/REPLACING VARIOUS SECTIONS CHAPTER 505 ANIMALS AND FOWL; PHASE TWO --- Bryant. Public Safety, Law And Courts Committee.
- C. ORDINANCE TO AUTHORIZE THE MAYOR TO PURCHASE ONE (1) 2019 FREIGHTLINER 300 W.B. DIESEL WITH AIR BRAKES FOR THE PARKS AND RECREATION DEPARTMENT AND APPROPRIATING FUNDS FROM THE UN-APPROPRIATED 285 FUND--ENDOWMENTS TO A FUND IN THE PARKS & RECREATION Department --- Spalding. Development, Parks And Recreation Committee.
- D. ORDINANCE AUTHORIZING THE ALLOCATION OF FUNDS TO THE REYNOLDSBURG DEVELOPMENT ALLIANCE (RDA) A COMMUNITY IMPROVEMENT CORPORATION (CIC) --- Spalding. Development Department.
- E. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING CHAPTER 174 PROCEDURE FOR SELECTION OF DESIGN PROFESSIONALS; AND DECLARING AN EMERGENCY. --- Luzader. Public Service And Transportation Committee.
- F. ORDINANCE TO AUTHORIZE THE BOUNDARY LINE ADJUSTMENT WITH THE CITY OF COLUMBUS, BRICE ROAD. --- Spalding. Development, Parks And Recreation Committee.
- G. ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEYING, DESIGN ENGINEERING & BIDDING SERVICES FOR ROADWAY IMPROVEMENTS TO DAVIDSON ROAD; APPROPRIATING FUNDS THEREFORE. --- Luzader. Public Service And Transportation Committee.

- H. ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEYING, DESIGN STORMWATER INVESTIGATION STUDIES AND PRELIMINARY ENGINEERING AT VARIOUS LOCATIONS; APPROPRIATING FUNDS THEREFORE. --- Luzader. Public Service And Transportation Committee.
- I. ORDINANCE REQUESTING COUNCIL APPROPRIATE \$1,300,00.00 FROM THE UNAPPROPRIATED CIP FUND FOR THE REYNOLDSBURG COMMUNITY CENTER AND DECLARING AN Emergency --- Cotner, Spalding.
- J. ORDINANCE AUTHORIZING THE APPROPRIATION OF \$4,356.00 FROM AN ACCOUNT IN THE SERVICE DEPARTMENT TO AN ACCOUNT IN THE PARKS AND RECREATION DEPARTMENT, AND DECLARING AN EMERGENCY. --- Cotner. Finance And Administration Committee.
- K. ORDINANCE AUTHORIZING THE MAYOR TO CONTRACT WITH MEEDER INVESTMENT MANAGEMENT AND DECLARING AN EMERGENCY

**11. EXECUTIVE SESSION TO DISCUSS THE PURCHASE OF REAL
PROPERTY FOR PUBLIC PURPOSES**

ADJOURNMENT

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
June 24, 2019

President of Council Doug Joseph called the meeting to order at 7:50 PM

PRESENT: Joseph, Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

ABSENT:

Approval of Minutes

- a. City Council – Regular Meeting – June 10, 2019

RESULT:	ACCEPTED
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Approval of Agenda

Mr. Joseph: I would like to add the West Licking Joint Fire District Report by Councilman Spalding.

ALL VOTED IN FAVOR BY VOICE

Community Comments and Requests
Communications

AUDITOR'S REPORTS-FEBRUARY, 2019

See attached reports

AUDITOR'S REPORTS APRIL, 2019

See attached report

Reports

WEST LICKING JOINT FIRE REPORT - MAY

Councilman Spalding summarized the West Licking Joint Fire Report Statics for the month of May. See attached report.

Mr. Baker: I have been looking at the overall district response time and that is very impressive that, out of all the runs they have done, the overall time is under 5 minutes. That's impressive.

Mr. Spalding: Thank you Stacie, I appreciate it.

Minutes Acceptance: Minutes of Jun 24, 2019 7:35 PM (Approval of Minutes)

MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
June 24, 2019

Motions

RESOLUTION RECOGNIZING THE CITY OF REYNOLDSBURG AS A WELCOMING CITY THAT CELEBRATES THE GROWING DIVERSITY OF ITS RESIDENTS AND ACKNOWLEDGES THAT REFUGEES, IMMIGRANTS, AND ALL NEWCOMERS ENHANCE THE CULTURE AND THE ECONOMY AND ACKNOWLEDGING WORLD REFUGEE DAY ON JUNE 20, 2019. --- Bryant. City Council.

Ms. Bryant: Thank you President Joseph. June 20th this past week was World Refugee Day and we had a member of Reynoldsburg community go t Washington D.C. and be able to participate in that on a large scale basis and I think most of us here, tat have been here awhile, have recognized in the last seven or eight years we've had a growth in our population of new American from a variety of places. And we have seen more restaurants, businesses, stores popping up, which is contributing to the growth of our City and we certainly need to acknowledge and appreciate that from our new community members. And so I would like to introduce this Resolution on behalf of our new Americans in Reynoldsburg. We do have a few Speakers that would like to come up, we will start with Bhuwan Pyakurel. If you will state your name and address and limit your comments to three minutes.

Mr. Pyakurel: Good evening everyone. My name is Bhuwan Pyakurel, I live at 8386 Ashlyn Place, Reynoldsburg, Ohio. First of all I would like to thank you, thank American for giving me a second chance to live my full life. At one point of time, 29 years ago, I was considered less than a human by a dictator and I spend 18 years of my life in a refugee camp in Nepal. Had it not been America and American people I would be still spending my hellish life in the refugee camp. Because of the welcoming nature of this country, I can lead my full life today and proudly call myself as a citizen of this land, thank you America. So today, I want to appreciate and thank Council member Bryant and all the City Council for bringing this Resolution and making Reynoldsburg a real welcoming city for me, my community and all the people of this nation. And I would also like to recognize Jeff from Council member Remy's office from City of Columbus, coming and recognizing and participating in this event, thank you Jeff. And at the same time I also like to thank Senator Tina, at one point of time she also is a former refugee and being here with us today and being part of this celebration. One refugee today is celebrated today not for being a refugee but and this is a celebration because refugee went through several different hurdles and now today that we can be considered and we are a citizen like all other, like a human being like all other. So thank you and I appreciate it, thank you so much, thank you.

Ms. Bryant: Thank you. Next we have, and I apologize because I am not going to say this correctly. Jhuma Acharya. Ok, I am so sorry, thank you.

<INAUDIBLE>

Mr. Acharya: Good evening <INAUDIBLE> Council members. I consider myself to be lucky to stand in front of you today to say that I am a proud American. Most part is being said by Bhuwan, that is bad thing of being second speaker because that is pretty much what I was willing to say. I came as a refugee to this country 9 years ago. I still call myself at a former refugee, I

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REYNOLDSBURG CITY COUNCIL
June 24, 2019

came from Bhutan and I call myself as a Buckeye today. It is all because of the people like you who welcome us, after a hard time of spending our years and years of life in a refugee camp. So I take this moment to thank you for being so generous to welcome people like me who are having difficulties in life, outside of the United States, giving them a second chance to here. Once again thank you very much and I feel so privilege so lucky to be here in this great nation. Thank you.

Ms. Bryant: Thank you. Yashoda.

Ms. Siwakoti: Hello, my name is Yashoda Siwakoti and I am from Nepal but I got to school at ESTEM.

Ms. Oli: Hello, my name is Laxmi Oli, I am a member of Student Council and I am currently a junior in High School. I am here today to talk about my life as fellow refugee. To start off many refugees around the world are obligated to make ruthless decision like what items to carry as they flee from their own homeland. There are countless reasons as to why people are forced this unimaginable circumstance such as fleeing from oppression, multiple forms of exploitation, war and etcetera. On the other hand, many have left their homeland for life changing opportunities and freedom. From my standpoint from being a refugee, I can relate to the difficulties numerous individuals have to face when adapting to a new place. I, along with my family moved to the United States 9 years ago. The first and foremost struggle we encountered was a language barriers and a difficult curriculums. Communicating in English was a difficult task to follow. I come from a background where English was taught as a secondary language. But as I started to go to school in American and make friends, I emerged myself in a climatized new language, culture and customs. Thanks all to all my teachers and classmates who assisted me to overcome the difficulties that came in living in the United States as a refugee. I also want to thank my parents for giving their country and leaving their life behind so I would have a successful future. It is all because of their generousness that I am able to stand here today and speak to you all. Moving to a new country was one of the toughest decision for my life, for my family and I, yet turned into the best decision of our lives due to new opportunities we received regarding education, jobs and etcetera. Lastly, I would like to address that I am proud to be refugee because that is a badge of strength, courage and victory. Thank you all coming here today and have a great evening.

Ms. Siwakoti: Again I am Yashoda Siwakoti, and I was born in a refugee camp in Nepal. I stand here before you today to celebrate the courage, strength and determination of refugees around the world who fled their troubled homeland in search for a better life for themselves and their children. As a refugee myself, I can personally attest to the difficulties many like myself have faced when settling in a new country. With language and culture barriers being some of the most prominent. When I arrived to the United States nine years ago, I did not know a word in English or any cultural norms. It was only with the help of my classmates and teachers, that I was able to adapt and overcome any challenges that came with living in America as a refugee. I am very great full to my parents who gave up their life so that me and my sister could be proud of our future. It is thanks to these kind hearted souls that I am able to stand here and address you all today. Before I end my speech, I would like to remind everyone that it does not take much effort

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MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
June 24, 2019

to make an immigrant feel at home a new country. A simple hello is enough to make them feel included and invited in this world. I would like to thank everyone for coming and I hope you all have a wonderful evening, thank you.

Ms. Bryant: One of the reasons that this resolution is important to me is I have the privilege in the last three or four years to spend time getting to know many of you that are here tonight, members of the new American community here in Reynoldsburg and I don't think that any of us really understand what you have been through. Some of the background stories that I have heard from Senator Maharath in regard to her family, Bhuwan Pyakurel regarding your experience, it sounded like hell on earth getting through those refugee camps. And to you know, do what needs to be done to survive those refugee camps takes more than strength, and it brings you here to us to where you appreciate American values and that you are assimilating into our community, becoming our neighbors, our friends and I wanted to make sure as a community that you understood that, that means a lot to us here in Reynoldsburg, you add value to what we have here today and I want to thank you for that. With that I would like to read the resolution.

MS. BRYANT READS THE RESOLUTION FOR WORLD REFUGEE DAY

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kristin Bryant, At-Large Councilmember
SECONDER:	Stacie Baker, At-Large Councilmember
AYES:	Joseph, Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

LEGISLATION FOR EMERGENCY ADOPTION

ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED PRIOR TO THE AUDITOR'S CERTIFICATION OF AVAILABILITY OF FUNDS AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 160.08(A)(2) ADMINISTRATION OF PAY PLAN OF CHAPTER 160 EMPLOYEE COMPENSATION; AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

74-19

RESOLUTION ADOPTING THE TAX BUDGET FOR THE CITY OF REYNOLDSBURG OHIO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2020; AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

LEGISLATION FOR SECOND READING

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 160.01; 160.02; 160.03 AND 160.08 --- Bryant. Finance and Administration Committee.

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MINUTES REGULAR MEETING
REYNOLDSBURG CITY COUNCIL
June 24, 2019

LEGISLATION FOR THIRD READING

ORDINANCE AUTHORIZING CITY AUDITOR TO REMOVE EQUIPMENT FROM THE CITY'S FIXED ASSET LIST. --- Clemens. Public Safety, Law and Courts Committee.

ORDINANCE APPROPRIATING FUNDS FROM APPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE POLICE DEPARTMENT. --- Clemens. Public Safety, Law and Courts Committee.

Executive Session To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official
Adjournment

Doug Joseph, President of Council

Clerk of Council

Minutes Acceptance: Minutes of Jun 24, 2019 7:35 PM (Approval of Minutes)

Clerk of Court**Leslie Clark****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6852 phone****Memo**

DATE: July 8, 2019

TO: City Council

CC:

RE: CLERK OF COURT REPORT MONTH ENDING MAY 2019

I am submitting monies collected from the courts held on 5/2, 5/9, 5/16, 5/23 and 5/30/19. I am also submitting monies collected during the same period pursuant to City Ordinance No/s. 146-94 and 104-02.

Fines &Waivers/Bond Costs/Bond Forfeitures Order In	(#110.4512)	\$ 11,458.00
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Court Costs & Misc. Costs Assessed	(#110.4510)	\$ 16,157.00
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Sub-Total (To General Revenue Fund)		27,615.00
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Computerization Needs Fund	(#211.4510)	\$ 2,220.00
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Enforcement & Education Fund	(#293.4616)	\$ 100.00
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Sub-Total		\$ 2,320.00
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Total Amount Submitted		\$ 29,935.00
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Development Department

**Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone**

MOTION REQUEST

DATE: July 8, 2019

TO: Andrew Bowsher, Development Director City Council

RE: Motion that the Council of the City of Reynoldsburg Does Hereby Adopt the RESOLUTION in support of the 2020 Census, and the Reynoldsburg Complete Count Committee

Approval:

Brad McCloud	Jed Hood	Stephen Cicak
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RESOLUTION IN SUPPORT OF THE 2020 CENSUS

JULY, 2019

WHEREAS, An accurate census count is vital to our community and residents' well-being by helping planners determine where to locate schools, day-care centers, roads, public transportation, hospitals and other activities, and is used to make decisions concerning business growth and housing needs; and

WHEREAS, More than \$600 billion per year in federal and state funding is allocated to states and communities based on census data; and

WHEREAS, Census data ensures fair Congressional representation by determining how many seats each state will have in the U.S. House of Representatives as well as the redistricting of state legislatures, county and city councils, and voting districts; and

WHEREAS, The 2020 Census creates jobs that stimulate economic growth and increase employment opportunities in our community; and

Development Department**Andrew Bowsher****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone**

WHEREAS, The City of Reynoldsburg will utilize the expertise of community leaders to develop and implement an outreach campaign to ensure a complete and accurate count through awareness and education of the count's importance to residents to overcome cultural, economic, technology or linguistic barriers to participation in the 2020 Census; and

WHEREAS, The City of Reynoldsburg, OH and its residents desire to recognize the Reynoldsburg Complete Count Committee; now, therefore,

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DAYTON:

Section 1. The Council of the City of Reynoldsburg, Ohio, hereby supports the Reynoldsburg Complete Count Committee and the important work that it performs.

Clerk of Council**Bailey Sparks****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6805 Phone****MOTION REQUEST**

DATE: **July 8, 2019****TO:** **City Council****RE:** Motion to Appoint Mollie Prasher as Clerk of Council.

Approval:

Completed Brad McCloud	Jed Hood	Stephen Cicak
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Motion to Appoint Mollie Prasher as Clerk of Council.

City Council
Marshall Spalding
7232 E. Main Street
Reynoldsburg OH 43068
614-440-7311 Phone

MOTION REQUEST

DATE: **July 8, 2019**

TO:

RE: Motion that the Mayor be Authorized to Advertise for Bids for Building Professionals for Consulting City Plan Review, and Chief Building Official Services for 2019 to 2021

Approval:

Completed Brad McCloud	Jed Hood	Stephen Cicak
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This is to renew our current in place services, and acquire a primary and an additional secondary, for overflow service.



Memorandum

DATE: July 2nd 2019

TO: Professionals for Building Department & Plan Review Services

RE: Request for Proposal

Please find the following documents attached to this memo:

- A list of information and materials to be included with your proposal
- A scope of service
- Fees and expense table

Please send or deliver a digital copy of your proposal to:

Andrew Bowsher
Development Director
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

Your proposal is due at the Development Department on June 5th, 2019, no later than 12:00pm (noon). You may feel free to contact me at (614) 322-6831. Proposals received after the date and time due will not be considered.

Note: submittal of a proposal for the services outlined below designates that your firm or company agrees not to represent applicants or their contractors that wish to build or undertake any site improvements within the City of Reynoldsburg.

PROPOSAL INFORMATION AND MATERIALS

Your firm or company, herein referred to as contractor, may be considered for complete or partial Building Department operations including enforcement, plan review and inspections of residential and non-residential services. The City may be in need of these services as it pertains to the operations of the City's Building Division during June 10, 2019 to June 10, 2022 (three years).

The City is requesting that you provide names and availability of staff members you are proposing to use to provide services described herein. This should include key staff

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Attachment: CBO RFP (RFQ Professionals for Plan Review & CBO Services)



members who will actually perform the needed services. Therefore, please include their resumes. Critical needs will be for individual(s) serving as Certified Building Official, Certified Master Plans Examiner, Certified Residential Building Official, Certified Electrical Safety Inspector and Certified Building Inspector. Services performed by these individuals must comply with the current edition(s) of the Ohio Building Code and Residential Code of Ohio. We may also require flood plain management services pursuant to City Code Chapter 1335. All services are to be as needed and billed to Reynoldsburg on an hourly basis. We may award a single or separate contract(s) for the above services.

The city will take in plans, process the applications, collect fees, receive inspection request, forward inspection request to the contractor, pay the contractor and type permits and at times, prepare the permits and certificates of occupancy for the contractor signature. The contractor will pick up the plans, receive the inspection request via email, schedule inspections, provide the city the results of the inspection via email, communicate with the customer regarding plan review or inspection concerns, type correspondence as may be needed, and deliver plans and correspondence back to the building department. Details beyond this summary are described below.

For this proposal, identify specific staff for Building Official and Inspector(s); residential and non-residential plan review; and describe your approach. Accountability is a key goal when it comes to assuring that applicable state and local building codes are met. In addition, prompt and efficient service is of great importance in answering resident and commercial customer questions, processing permits, conducting inspections and plan reviews and assessing/collecting re-inspection or after hour inspection fees.

Your proposal shall include the following:

1. Cover letter (1 page maximum).
2. Discussion of your specific ability and expertise to provide the required services and qualifications related to the proposal requirements (3 page maximum).
3. Resumes of key staff being proposed. (No more than 3 Resumes)
4. Expected fee rates and reimbursable expenses. (See attached table)
5. Added Value - what services can be offered that provide added value (1 page maximum).

SCOPE OF SERVICES

The requested scope of work is as follows:

1. **Provide services of Chief Building Official (CBO).** The CBO shall perform enforcement of the Ohio Building Code (OBC), including the issuance of Permits

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for Construction, and Certificates of Occupancy. Prepare/sign correction letters/certificate of plan approval letters for projects reviewed, and issue such orders as may be necessary for enforcement of the Ohio Building Code, the Ohio Residential Code for One, Two and Three Family Dwellings, the National Electric Code, City Flood Plain Management Code, and other City building code ordinances. Subject to need, the CBO will provide for "walk-in" plan reviews and code consultation for the public during regular business hours or on a "by appointment" basis. The CBO must possess and maintain State of Ohio Building Official Certification, and a valid Ohio driver's license.

2. **Provide services of Residential Plans Examiner (RPE).** The Residential Plans Examiner shall be responsible for the examination of all plans for construction of one-two-three family residential units for compliance with current editions of the Residential Code of Ohio. Plan examination/review may occur in the offices of the selected contractor. The Residential Plans examiner must possess and maintain appropriate Certification as a Residential Plans examiner and a valid Ohio driver's license.
3. **Provide services of Master Plans Examiner (MPE).** The Master Plans Examiner shall be responsible for the examination of all plans for construction of one-two-three family residential units occurring in non-residential buildings/structures used for other uses. Moreover, the Master Plans Examiner in addition to non-residential buildings/structures must review four-family or greater residential buildings/structures. The review shall be in accordance with current editions of the Ohio Building code and Residential Code of Ohio (if applicable). Plan examination/review may occur in the offices of the selected contractor. The Master Plans Examiner must possess and maintain appropriate Certification as a Master Plans examiner and a valid Ohio driver's license.
4. **Building Inspector (BI) services.** Conduct on-site inspections, including structural, building, mechanical (HVAC) and fire protection on residential/non-residential buildings/structures to assure compliance with approved plans and all applicable building, mechanical and fire protection codes/ordinances; enforce all code regulations pertaining to residential and non-residential buildings/structures as outlined in current editions of Ohio Building code and Residential Code of Ohio.
5. **Residential Building Inspector (RBI) services.** Conduct on-site inspections, including structural, building, mechanical (HVAC) and fire protection on residential buildings/structures or their accessory buildings/structures to assure compliance with approved plans and all applicable building, mechanical and fire protection codes/ordinances; enforce all code regulations pertaining to residential buildings/structures as outlined in current editions of Residential Code of Ohio.

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6. **Electrical Safety Inspector services.** Conduct on-site inspections, including electrical inspections (e.g., temporary service, rough electrical, swimming pool, occupancy, and other related inspections) on residential/non-residential buildings/structures or their accessory buildings/structures to ensure compliance with approved plans and all applicable building and electrical codes/ordinances. Interpret/enforce all code regulations, pertaining to applicable editions of the National Electrical Code, Ohio Building Code and Residential Code of Ohio. Receive/investigate complaints from homeowners and answer inquiries regarding inspections and code requirements, including electrical codes, wiring methods, practices, and procedures.
7. **Plumbing plan review and inspection services.** Plumbing inspections and plan review are provided through the Franklin County Board of Health.
8. **Inspection Scheduling.** The goal of the City is to give our customers a 2-hour window when scheduling inspections. The example below has worked in the past for other building departments. Indicate if you can meet this goal and if so, how it would deviate from the example below. If you cannot meet this goal, specify an alternative. **Example:**
 - a. Customers requesting next day inspections shall call the City by 3:00 P.M. the day prior. During the call, the person shall identify the type of inspection, the permit number, their name and a phone number where they can be reached on the day of the inspection. The City will retrieve this information and forward it to the contractor by the end of the business day or at the latest, by 8:00 A.M. the next day. The contractor shall coordinate the inspections with the customers to arrive at an agreed time (within a 2-hour window) or to cancel the inspection. Once the contractor schedules the inspections for that day, the contractor shall forward their inspection schedule to the City by 9:00 A.M. that day. This will allow the City to respond to customer calls after 9:00 A.M. should a cancellation be requested. A re-inspection fee may be required if the inspection is cancelled after the contractor arrives at the site.
 - b. The contractor shall furnish the City with the results of the inspection(s) as soon as possible but no later than the close of the next business day.
9. **Plan Review and processing.** The City will contact the contractor when plans are submitted for review. The contractor must pick up the plans as soon as possible but not more than 2-business days after being notified. This is critical because the customer is gave an estimated time of plan review when the plans are dropped off so a delay in picking up the plans will not extend the estimated time of completing the plan review. Indicate if these goals can be met and if not, specify otherwise:



- One-two-three family residential construction projects shall be reviewed within 10-working days of being submitted.
- Non-residential plan review and multi-family (4+) residential projects shall be reviewed within 15-working days of being submitted.

The plan turnaround time estimated above begins when the City notifies the contractor that plans are ready for pickup at the City and ends when the plan review results are returned to the City with stamped plans and correspondence if needed.

- 10. Communicate regularly with the City of Reynoldsburg** Development Department staff, or if, directed, the Reynoldsburg Development Director. Provide code interpretations for Inspectors and City Officials, review state-mandated Reports prepared by the City, and attend meetings as requested by the City of Reynoldsburg Building Division or Development Director.
- 11. Provide additional services as requested by the City of Reynoldsburg**, as related to consultation on building codes, flood plain administration, development, or other issues of concern. (e.g. review plans and information for signs, review specifications, and other documentation for residential and non-residential construction projects in order to ensure compliance with state/local building codes, and other applicable requirements. Issue violation notices/stop work orders as needed. Approve or deny various construction permits after consulting with city authorities regulating local site requirements; review possible nuisances related to building codes. Review special flood hazard area, permit applications. Examine, prepare, and maintain various work-related documents; prepare correspondence. Provide timely inspection results to be entered into City database. Attend pre-construction meetings, as needed, and as scheduled by the City and before construction begins).

OTHER DUTIES AND RESPONSIBILITIES:

1. Operate variety of field equipment (e.g., tape measure, light meter, sound meter) while performing onsite inspections; ensures sites under review are adhering to state/local laws and regulations; performs general safety inspections of residential and non-residential buildings if requested by the City.
2. Remain informed of current developments and procedures pertinent to staff, development, activities and services; stay current with applicable

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- code changes, review procedures and recommend changes if needed, attends staff meetings and supervisory conferences.
3. Maintain required licenses and/or certificates.
 4. Meet all job safety requirements and all applicable OSHA safety standards.
 5. Knowledge of principals pertaining to architecture design, structural design, mechanical design (HVAC), electrical design, plumbing fixture placements, fire protection design, local zoning, and typographical site plans. Proficient in understanding the Ohio Building Code, Residential Code of Ohio, and all codes referenced therein necessary to perform a given service. Proficient in building inspection techniques; code enforcement procedures; electrical inspection techniques; safety practices and procedures; building construction, maintenance and repair; general construction, and the practice of public relations and courteous behavior toward the public, community resources and services; English grammar and spelling; records management; supervisory principles and practices; project management; local geographical area.
 6. Ability to use modern office equipment (e.g., personal computer, printer, fax); motor vehicle operation; building inspection instruments and/or materials utilization.
 7. Interpret extensive variety of technical material in books, journals, and manuals. Define problems, collect data, establish facts, and draw valid conclusions. Exercise independent judgment and discretion; understand, interpret, and apply laws, rules, or regulations to specific situations. Determine material and equipment needs; calculate statistics; apply concepts of algebra and/or geometry. Write instructions and specifications; respond to routine inquiries from public and/or officials. Communicate effectively. Instruct others; understand technical manuals and/or verbal instructions. Understand a variety of written and/or verbal communications; maintain records according to established procedures; demonstrate physical agility. Travel to and gain access to work site; identify and distinguish colors.

INHERENTLY HAZARDOUS OR PHYSICALLY DEMANDING WORKING CONDITIONS:

(FOR PURPOSES OF O.R.C. 4167)

1. Works near floor or wall opening, elevated platforms, and/or runways.
2. Ascends and/or descends ladders, stairs, or scaffolds.
3. Works in an area in which the means of egress is or can be obstructed.
4. Is exposed to environmental conditions, which may result in injury from fumes, odors, dusts, mists, gases, and/or poorly ventilated work areas.
5. Is exposed to possible injury as a result of working with moving mechanical parts

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- of equipment or machines.
6. Is exposed to possible injury as a result of falling from high places.
 7. Has exposure to potentially vicious animals.
 8. Has exposure to second-hand smoke.

OTHER PHYSICAL DEMANDS:

Must be able to lift, push, and pull 20 to 50 pounds occasionally 10 to 25 pounds frequently.

City of Reynoldsburg
Fees and Expenses Table

Staff	
Chief Building Official (CBO)	\$ /hour
Residential Building Official (RBO)	\$ /hour
Inspector(s):	
Residential Building Inspector (RBI)	\$ /hour
Building Inspector (BI)	\$ /hour
Electrical (ESI)	\$ /hour
Plan Review:	
Master Plans Examiner (MPE)	\$ /hour
Residential Plans Examiner (RPE)	\$ /hour
Administrative Assistant	\$ /hour
EXPENSES*	
Mileage – IRS Accepted Rate	
*Overhead Expenses such copies, reproductions; postage, etc... are to be included in staff hourly rates.	

Sincerely,

Andrew Bowsher
Development Director
[E] abowsher@ci.reynoldsburg.oh.us
[P] 614-322-6831

7232 East Main Street • Reynoldsburg, Ohio 43068

Phone 614.322.6800 • Fax 614.322.6845 • www.ci.reynoldsburg.oh.us

Development Department**Andrew Bowsher****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone****ORDINANCE REQUEST****DATE: July 8, 2019****TO: Development Department**

RE: ORDINANCE TO AMEND ORDINANCE 113-15 ADOPTED ON DECEMBER 21, 2015 WHICH READ AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT AND ANNEXATION AGREEMENT BY AND BETWEEN ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG, OHIO AND DECLARING AN EMERGENCY; AND DECLARING AN EMERGENCY.

Approval:

Completed Brad McCloud	Skipped Jed Hood	Skipped Stephen Cicak
---------------------------	---------------------	--------------------------

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Ordinance to Amend Ordinances 113-15.

This amendment is to expand the geographic area of JEDD 1 by one parcel. The JEDD boards and township trustees have passed this legislation



JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT
AND AGREEMENT PURSUANT TO OHIO REVISED CODE SECTION 709.192
(JEDD 1 CONTRACT)
AMENDMENT NO. 1
BY AND BETWEEN
CITY OF REYNOLDSBURG
(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO
AND
ETNA TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

August 21, 2018

Attachment: Exhibits B - D (Amendment #2 113-15 JEDD 1)

**JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT, AMENDMENT NO. 1,
(JEDD 1 CONTRACT)**

This Joint Economic Development District Contract, Amendment No. 1, entered into pursuant to Ohio Revised Code 715.72, et seq., (the "Amended Contract No. 1") dated as of August 21, 2018, is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township" and together with the City, the "Contracting Parties"), a township and political subdivision organized and existing under the laws of the State of Ohio.

WITNESSETH:

WHEREAS, the Contracting Parties entered into a Joint Economic Development District Contract on or about December 23, 2015 (the "Original Contract"); and

WHEREAS, the Contracting Parties now desire to amend said Contract to increase the income tax rate to two (2%) percent.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Amended Contract No. 1, the City and Township agree and bind themselves, their agents, employees, and successors as follows:

1. Pursuant to Section 4.11 Amendments of said Original Contract, the Parties hereby agree to amend said Contract by deleting only the first paragraph of Section 4.1 JEDD Income Tax Agreement, and replacing it with the following:

Section 4.1- JEDD Income Tax Agreement

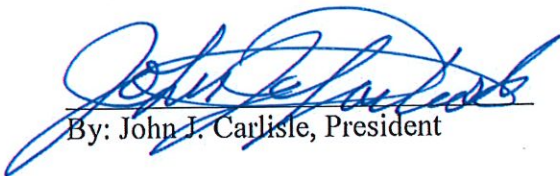
The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of two percent (2 %) in the District in accordance with Section 715.74 of the Revised Code based on the income of persons working within the District and on the net profits of businesses located within the District ("JEDD Income"). The income tax shall go into

effect immediately upon adoption of that resolution. The rate of the income tax shall remain two percent (2 %) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2 %), but less than said highest rate, unless hereafter authorized by a duly approved and executed Resolution adopted by the Township Board of Trustees. Said income tax rate shall never decrease below said rate of two percent (2 %). The revenues of that income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract.

2. All other terms and conditions of the Original Contract shall remain in full force and effect.
3. This Amendment No. 1 shall become effective immediately on the date of approval by the last party to approve the same.

**IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS AMENDED CONTRACT NO. 1 TO BE EXECUTED BY THEIR
DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE
WRITTEN:**

ETNA TOWNSHIP BOARD OF TRUSTEES


By: John J. Carlisle, President

Date: 8-21-18

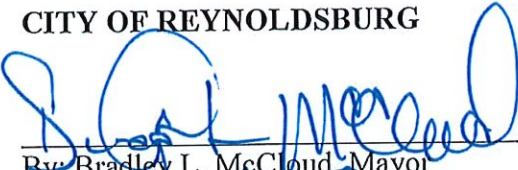
Resolution No. 1808-2103

Attachment: Exhibits B - D (Amendment #2 113-15 JEDD 1)

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG


By: Bradley L. McCloud, MayorDate: 9/28/18Ordinance No. 89-18

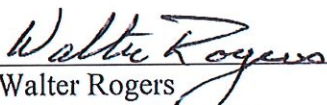
APPROVED AS TO FORM:


James E. Hood, Esq.
City Attorney

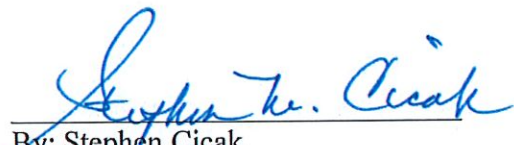
Attachment: Exhibits B - D (Amendment #2 113-15 JEDD 1)

FISCAL OFFICER CERTIFICATE

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2018 under the foregoing Joint Economic Development District Contract, Amendment No. 1, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.


By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2018 under the foregoing Joint Economic Development District Contract, Amendment No. 1, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.


By: Stephen Cicak
Reynoldsburg City Auditor

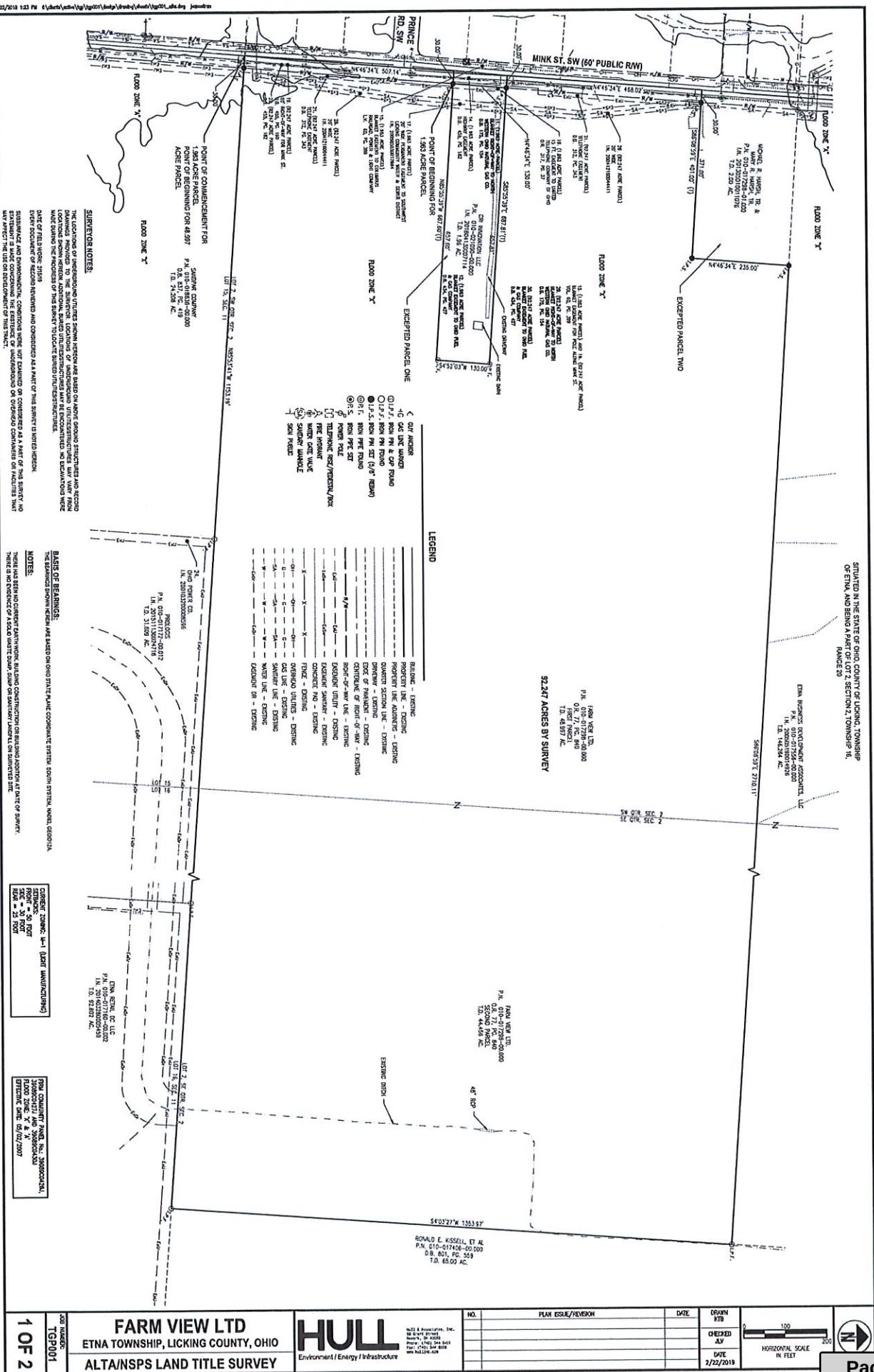


Exhibit D

Etna-Reynoldsburg Joint Economic Development District #1, Amendment No. 2 Area

<u>Property Owner</u>	<u>Property Address</u>	<u>Parcel #</u>	<u>Acreage</u>	<u>Current Zoning</u>	<u>Current Use</u>	<u>Vacant</u>
The Harsh Family Trust	8475 Mink St. SW, Etna, Ohio 43062	010-017298-01.000	1.963			

DESCRIPTION FOR A 1.963 ACRE TRACT

Situated in the State of Ohio, County of Licking, Etna Township, being a part of Lot 2 in Section 2, Township 16, Range 20, of the Refugee Tract, and being all of that 1.96 acre tract (Parcel No. 010-021090-00.000) as conveyed to Edward A. Greer, Robert P. Greer, Maureen A. Boggs, and Patricia G. (Kuskowski) Adams in Instrument Number 201212180029987, all references being to those of record in the Recorder's Office, Licking County, Ohio, said 1.963 acre tract being more particularly bounded and described as follows:

Commencing at the intersection of the centerline of Mink Street with the southerly line of said Lot 2;

Thence along the southerly line of said Lot 2, **South 85°53'41" East, 30.00 feet** to an iron pin set at its intersection with the easterly right of way line of Mink Street;

Thence leaving said lot line and along the easterly right of way line of Mink Street, **North 4°46'34" East, 507.15 feet** to an iron pin set at the southwesterly corner of said 1.96 acre tract and a westerly corner of a 48.997 acre tract as conveyed to Farm View LTD. in Official Record 77, Page 840, and being the **Point of Beginning** for the 1.963 acre tract herein described;

Thence continuing along the easterly right of way line of Mink Street, **North 4°46'34" East, 130.00 feet** to an iron pin set;

Thence leaving said right of way line and along westerly lines of said 48.997 acre tract the following three (3) courses and distances:

South 85°55'39" East, 657.81 feet to a 3/4-inch iron pipe found;

South 4°52'03" West, passing over a 3/4-inch iron pipe found at 126.16 feet, a total distance of **130.00 feet**; and ...

North 85°55'39" West, 657.60 feet to the **Point of Beginning** and containing 1.963 acres, more or less, according to a survey made by Jobes Henderson & Associates, Inc. in June of 2017.

The bearings in the above description are based on the Ohio State Plane Coordinates System, South Zone, NAD83.

DESCRIPTION FOR A 1.963 ACRE TRACT

All iron pins set are 5/8" in diameter rebar by 30" in length with red identification caps marked "J&H, PS 8283".

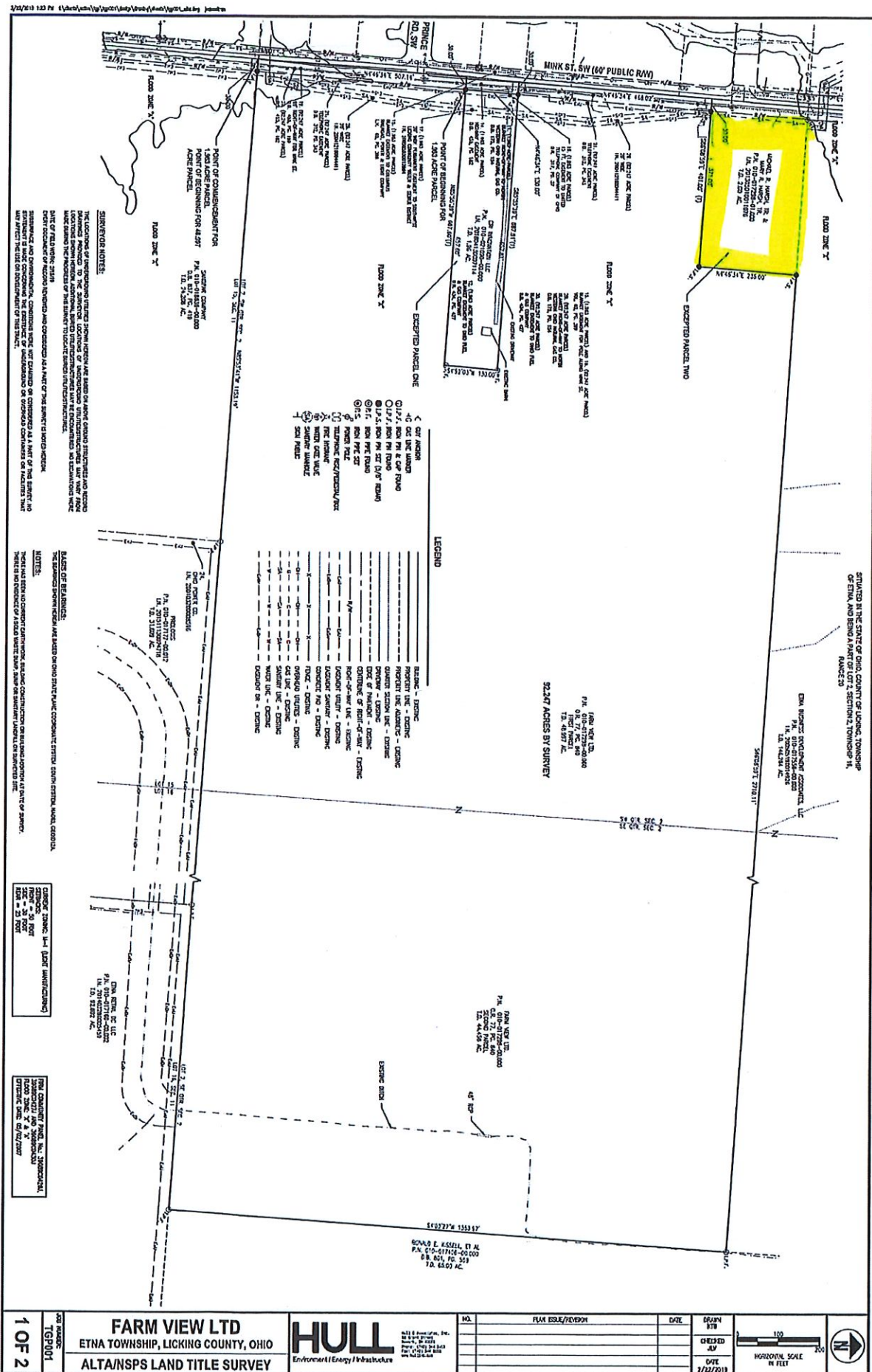
Subject to all valid and existing easements, restrictions and conditions of record.

March 21, 2018

Jeremy L. Van Ostran, P.S.
Surveyor No. 8283

F:\Clients\Active\TGP\TGP001\survey\legals\TGP001_1.963ac Tract desc

Attachment: Exhibits B - D (Amendment #2 113-15 JEDD 1)



Packet Pg. 33

<u>Property Owner</u>	<u>Property Address</u>	<u>Parcel #</u>	<u>Acreage</u>	<u>Current Zoning</u>	<u>Current Use</u>	<u>Vacant</u>
The Harsh Family Trust	8475 Mink St. SW, Etna, Ohio 43062	010-017298-01.000	1.963			

DESCRIPTION FOR A 1.963 ACRE TRACT

Situated in the State of Ohio, County of Licking, Etna Township, being a part of Lot 2 in Section 2, Township 16, Range 20, of the Refugee Tract, and being all of that 1.96 acre tract (Parcel No. 010-021090-00.000) as conveyed to Edward A. Greer, Robert P. Greer, Maureen A. Boggs, and Patricia G. (Kuskowski) Adams in Instrument Number 201212180029987, all references being to those of record in the Recorder's Office, Licking County, Ohio, said 1.963 acre tract being more particularly bounded and described as follows:

Commencing at the intersection of the centerline of Mink Street with the southerly line of said Lot 2;

Thence along the southerly line of said Lot 2, **South 85°53'41" East, 30.00 feet** to an iron pin set at its intersection with the easterly right of way line of Mink Street;

Thence leaving said lot line and along the easterly right of way line of Mink Street, **North 4°46'34" East, 507.15 feet** to an iron pin set at the southwesterly corner of said 1.96 acre tract and a westerly corner of a 48.997 acre tract as conveyed to Farm View LTD. in Official Record 77, Page 840, and being the **Point of Beginning** for the 1.963 acre tract herein described;

Thence continuing along the easterly right of way line of Mink Street, **North 4°46'34" East, 130.00 feet** to an iron pin set;

Thence leaving said right of way line and along westerly lines of said 48.997 acre tract the following three (3) courses and distances:

South 85°55'39" East, 657.81 feet to a 3/4-inch iron pipe found;

South 4°52'03" West, passing over a 3/4-inch iron pipe found at 126.16 feet, a total distance of **130.00 feet**; and ...

North 85°55'39" West, 657.60 feet to the **Point of Beginning** and containing 1.963 acres, more or less, according to a survey made by Jobes Henderson & Associates, Inc. in June of 2017.

The bearings in the above description are based on the Ohio State Plane Coordinates System, South Zone, NAD83.

DESCRIPTION FOR A 1.963 ACRE TRACT

All iron pins set are 5/8" in diameter rebar by 30" in length with red identification caps marked "J&H, PS 8283".

Subject to all valid and existing easements, restrictions and conditions of record.

March 21, 2018

Jeremy L. Van Ostran, P.S.
Surveyor No. 8283

F:\Clients\Active\TGP\TGP001\survey\legals\TGP001_1.963ac Tract desc

Attachment: Exhibit C and D to JEDD 1 Amendment No 2 (Amendment #2 113-15 JEDD 1)

ARTICLE VI MISCELLANEOUS

Section 6.1 Fiscal Year. The fiscal year of the District shall commence on January 1 of each calendar year and shall terminate on December 31st of the same calendar year.

Section 6.2 Reports and Records. The Board shall, at its initial meeting, notify the Auditor of the State of Ohio of the creation of the District and the Board. Within ninety (90) days prior to the commencement of each fiscal year of the District, the Board shall prepare or cause to be prepared and distribute to the City and the Township a budget for that fiscal year, stating anticipated revenues and expenditures of the District. All books, records, documents, and financial information of the District shall, upon request, be made available to the City and the Township and their agents for review and/or audit. The Board and the District shall fully cooperate with the City and the Township in fulfilling such a request.

Section 6.3 Entire Agreement, Amendments. This Agreement is the entire Agreement of the Parties and merges and supersedes all prior discussions, agreements and undertakings of any kind between the Parties with respect to the subject matter of this Contract, or any particular contained therein. In addition to the amendments provided for in Section 2.4 hereof, this Contract may be amended only by the City and the Township, and only in writing approved by the legislative authorities of each party by appropriate Legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Parties that amend this Contract must occur and be effective within a period of 90 days of each other.

Section 6.4 Periodic Review. On or about the tenth (10th) anniversary of the Effective Date, and each tenth (10th) anniversary during the term of this Contract, the City and the Township shall hold a joint meeting, on a date and time and a place to be mutually agreed upon, for the purpose of discussing any amendments to this Contract which may facilitate accomplishing the purposes of this Contract more efficiently and effectively. The parties may cancel any such meeting if both the City and the Township pass appropriate legislation agreeing

to such cancellation at least thirty (30) days immediately preceding the applicable tenth (10th) anniversary of the Effective Date.

Section 6.5 Support of Contract; Signing of Other Documents. The City and the Township agree to cooperate with each other and to use their reasonable efforts to do all things necessary for the creation and continued operation of the District. Neither the Township nor City will challenge or seek to invalidate any provision contained in this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to cooperate with one another and to use their reasonable efforts in defending this Contract with the object of upholding this Contract. The City and the Township shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the Board shall reimburse the City and the Township for such costs to the extent funds of the District are available and appropriated therefor pursuant to Section 4.2.1.4.

The Parties agree to cooperate with one another and to use their reasonable efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 6.6 Annexation, Property Taxes. The City and the Township agree that they shall enter into an Annexation Agreement substantially in the form attached hereto as Exhibit "C", which such agreement shall become effective upon the effective date of this Contract. The parties acknowledge and agree that property taxes levied on the property within the District shall be distributed to the Township or other lawful recipient with no portion going to the City.

Section 6.7 Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the District, the City, the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Contract is for the exclusive benefit of the above, and nothing contained herein is intended, nor shall it, convey or

create any right or privilege to or for any third party except as otherwise noted specifically herein.

Section 6.8 Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract. Signatures transmitted by facsimile or electronic means are deemed to be originals.

Section 6.9 Severability. Except as provided in Article V hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

6.9.1. that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

6.9.2. the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

6.9.3. each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 6.10 Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Section 715.72 through 715.81 and Section 709.192 of the Revised Code. In the event that Sections 715.72 through 715.81 or Section 709.192 of the Revised Code are amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts or annexation agreements, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.81 and 709.192 existing on the date of this Contract unless both parties agree to be bound by said Sections 715.72 through 715.81 and 709.192 as amended or supplemented, to the extent permitted by law.

Section 6.11 Insurance. The City and the Township shall each be responsible to provide public officials' liability insurance for their own respective elected officials and appointed officers and other appointees who serve the District on the Board or in any other official capacity. Providing public officials' liability insurance shall be an authorized reimbursable administrative expense of the Board, but the provision of said insurance by the Board is not required.

Section 6.12 Notices and Payments. All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if had delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068 Attention: Mayor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Etna-Reynoldsburg Joint Economic Development District – 1 at the business address for the District in the by-laws adopted by the Board, or (iv) at such other address as the recipient shall have previously notified the sender in writing as provided in this section.

All payments shall be made to (i) the City of Reynoldsburg, 7232 East Main Street, Reynoldsburg, Ohio 43068, Attention: City Auditor, (ii) Etna Township, PO Box 188, Etna, Ohio 43018, Attention: Fiscal Officer, and (iii) the Board, Attention: Chair, Etna-Reynoldsburg Joint Economic Development District – 1 at the business address for the District in the by-laws adopted by the Board, or (iv) such other address as the recipient shall have previously notified the sender in writing as provided in this section.

Section 6.13 Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The party in default shall have 60 days after receiving written notice from the other party of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting party may sue the defaulting party for specific performance under this Contract. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default unless the City and the Township agree to such cancellation or termination.

Section 6.14 Other Providers. It is not the intent of this Contract to limit or restrict the ability or jurisdiction of other governmental authorities, not a party to this Contract, to provide services within the District or to have any other effect on such governmental authorities.

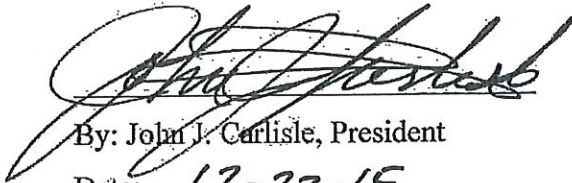
Section 6.15 Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 6.16 Applicability of City Ordinances. No city ordinances, resolutions, rules and regulations, codes or other requirements of the City shall apply to or affect properties within the JEDD District, except those which are necessary to levy and collect the income tax contemplated herein, provided, however, that if the Contracting Parties jointly agree hereafter, such other said ordinances, resolutions, rules and regulations, codes or other requirements may apply within the JEDD District.

(End of Article VI)

IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY
AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE
WRITTEN:

ETNA TOWNSHIP BOARD OF TRUSTEES



By: John J. Carlisle, President

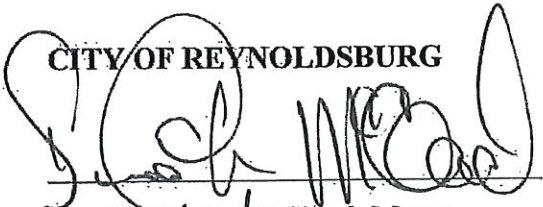
Date: 12-23-15

Resolution No. 15-12-22-01

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG

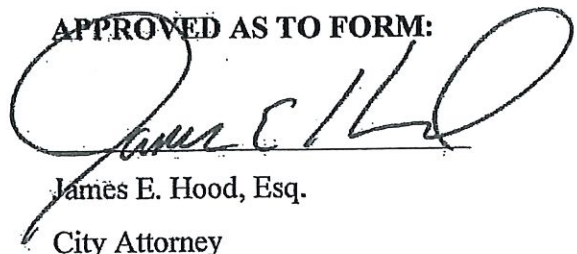


By: Bradley L. McCloud, Mayor

Date: 1/7/16

Ordinance No. _____

APPROVED AS TO FORM:



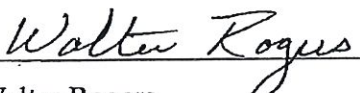
James E. Hood, Esq.

City Attorney

Attachment: Second Half of Exhibit A to JEDD 1 Amendment No 2 (Amendment #2 113-15 JEDD 1)

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.


By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2015 under the foregoing Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

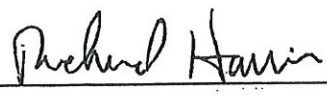

By: Richard Harris
Reynoldsburg City Auditor

EXHIBIT C**ANNEXATION AGREEMENT**

This Annexation Agreement ("Agreement") is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township"), a township and political subdivision organized and existing under the laws of the State of Ohio.

WITNESSETH:

WHEREAS, Etna Township is located in Licking County, Ohio and Reynoldsburg is located in Franklin, Licking and Fairfield County, Ohio and both are political subdivisions of the State of Ohio; and

WHEREAS, the Township and the City intend to enter into this Annexation Agreement to identify certain lands the annexation of which will not be opposed by the Township, to create and provide for periods of time during which annexation of certain lands shall be prohibited, to provide for land use planning matters, to provide for services to certain lands by the Township and City and other matters as permitted in the Ohio Revised Code Section 709.192 for their mutual benefit and for the benefit of the residents of the State of Ohio; and

WHEREAS, the legislative authority of the Township and the City have each authorized and directed the Township and the City, respectively, to make and enter into this Annexation Agreement in further consideration of the Joint Economic Development District Contract;

NOW THEREFORE, in consideration of the foregoing recitals and the agreements, representations and covenants set forth in the Contract, the City and the Township agree as follows:

ARTICLE I

ANNEXATION PERMITTED

Section 1.1 Designation of Territories Where Annexation is Permitted. The City and the Township agree that the following areas which are depicted on maps and a list of parcels identified as parcels A-LL, attached hereto and specifically incorporated into this Agreement by this reference, as Exhibit 1, all of which areas are located within the boundaries of the Township, and which are hereafter collectively referred to as the "Permitted Territory".

Notwithstanding the terms of the JEDD Contract, the above Permitted Territory may be altered by mutual agreement of the City and the Township, but only by means of appropriate legislation authorizing such alteration by each parties legislative authorities. Such alteration, in order to be effective, must be authorized by the appropriate legislation passed by each of the parties hereto within a ninety (90) day period.

Should any alteration of the above-referenced Permitted Territory require a survey be made, the City shall have the responsibility to acquire and pay for the services of a licensed surveyor to perform such survey.

Section 1.2 Township Shall Not Oppose Annexation Applications. The Township and the City agree that the Township shall not oppose the annexation of any of the Permitted Territory to the City, and agrees that in the event the owners of such properties petition to annex their properties to the City, the Township waives any statutory right which it may have to oppose such annexation, and in such event, consents to such annexation under Ohio Revised Code Sections 709.022, 709.023, or 709.024 (also known as the "Expedited Annexation Procedures"), or the successors to such Sections.

The Township and the City recognize and agree that the annexation of any of the Permitted Territory shall be for the general good of the territory sought to be annexed when subject to the terms of this Agreement. Such annexation shall not create islands of Township Territory, shall not be detrimental to the provisions of governmental services, that such areas are contiguous to the City, and are not unreasonably large.

(End of Article I)

ARTICLE II

ANNEXATION PROHIBITED

Section 2.1 Annexation Prohibited. The Township and the City agree that in consideration for the mutual promises made herein, the City shall not annex, without the further consent of the Township, any parcel of land currently located within the boundaries of the Township on the effective date of this Agreement, throughout the entire term of the Agreement, and shall not assist any person or entity with respect to any such annexation. The City shall not seek or solicit directly or indirectly the annexation of part or all of any such parcel of land outside of the Permitted Territory.

The City shall not permit any such annexation petition of any portion of land within the Township, not included in the Permitted Territory, and shall not accept any petition for annexation of any such land. If after the effective date of this Agreement, a landowner petitions the Board of Commissioners and seeks annexation into the City, and the annexation petition is denied pursuant to the terms of this Agreement, the Township and the City shall jointly employ all legal means to prevent any such annexation from occurring, and shall bear the expense of the legal proceedings, including legal fees, equally.

The City shall not extend sanitary sewer or water facilities to any portion of the Township, not included in the Permitted Territory, without the express permission of the Township.

Section 2.2 Conforming Boundaries. Throughout the time this Agreement is in effect, in the event that the City annexes any of the Permitted Territory, the City shall not subsequently conform the boundaries of such properties by initiating a change to the Township's boundary under Chapter 503 of the Ohio Revised Code.

(End of Article II)

ARTICLE III
CITY SERVICES

3.1 City Services Available. The City shall, upon annexation, make available to the parcel all services listed on the Resolution of Essential Services, prepared by the Service Director and adopted by City Council. These services may include, but are not limited to: police and fire protection, emergency medical services, water, sanitary sewerage, storm water utility, yard waste and refuse pick up and disposal, parks and recreation, street maintenance and repair, and any other services made available by the City.

(End of Article III)

ARTICLE IV MISCELLANEOUS

4.1 Roadway Maintenance. The City and Township agree to maintain the roadways within their respective boundaries. The parties agree to indemnify and save harmless the other from liability which may arise as a result of either party failing to properly maintain the public right-of-way and thereby creating a public nuisance condition.

4.2 Progress Meetings. The City and Township agree to meet and discuss the progress of the Agreement a minimum of one (1) time per calendar year, during the months of January-March, at a time and place mutually agreed upon. Either party may request an emergency meeting at such other times as deemed necessary by the President of the Board of Trustees or the Mayor of the City. Before an emergency meeting may take place, written notice must be served upon the party not calling for the emergency meeting, no later than three (3) days prior.

4.3 Effective Date. This Agreement shall become effective on the same date as the JEDD Contract becomes effective under Article V of said JEDD Contract.

4.4 Term. The term of this Agreement shall commence on its Effective Date and shall be in force and effect through December 31st of the year containing the ninety-ninth (99th) anniversary of the Effective Date.

4.5 Termination. Either the City or the Township may terminate this Agreement by written notice to the other if (i) the Board has not adopted a resolution to levy the JEDD Income Tax within one year after the Effective Date of this Contract, or (ii) following appeal to the court of last resort with competent jurisdiction, a final order of that court invalidates the levy of the JEDD Income Tax.

Additionally, this Agreement may be terminated at any time by mutual consent of the Township and the City as authorized by their respective legislative authorities. In order for any such termination to be effective, legislative action of one party to terminate this Agreement must

occur and be effective within a period of ninety (90) days from the date of the party terminating this Agreement.

4.6 Support of Agreement. The City and the Township shall support this Agreement and shall defend the same against any claims brought against the JEDD, or the Board, or the City, or the Township in conjunction with the JEDD. The expenses and fees of the Board, the City and the Township, including reasonable attorney fees, incurred in any claim brought against the JEDD, or the Board, or the City, or the Township, shall be paid or reimbursed from Gross Revenues. If Gross Revenues are insufficient at any time to pay such expenses and fees, the City shall initially pay such expenses and fees and the City shall be reimbursed for the amount of such expenses and fees paid by the City when Gross Revenues are available for that reimbursement. The City and the Township agree to cooperate with one another in the implementation of this Agreement and to execute or cause to be executed, in a timely fashion, all necessary documents in order to effectuate the purposes of this Agreement.

4.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

4.8 Severability. The invalidity or unenforceability of any one or more provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part thereof and the same shall remain in full force and effect.

4.9 Mediation. In the event the parties have a dispute arise as to any term of this Agreement, the parties shall use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to either party filing a complaint seeking relief. Each party shall bear their own costs of mediation, including their proportionate share of the compensation and administrative expenses required by the mediator. The mediator shall be selected by the agreement of the parties. If after sixty (60) days, a mediator is not selected by the parties, the party who has requested that a dispute be mediated, may commence a lawsuit seeking specific

performance of this Agreement, civil damages, and any other such remedies available in law or equity.

4.10 Default. Failure to comply with the terms of this Agreement shall constitute a default hereunder. The party in default shall have ninety (90) days, after receiving written notice from the other party of the event of default, to cure that default. If the default is not cured within that time period, the aggrieved party, may commence a lawsuit seeking specific performance of the Agreement, civil damages, and any other such remedies available in law or equity.

4.11 Amendments. This Agreement may be amended by the parties only in writing approved by the legislative authorities of both parties by means of appropriate legislation authorizing such amendment. In order for the amendment to be effective, appropriate legislation must be authorized within ninety (90) days of the proposal.

4.12 Immunity. By entering this Agreement, neither Party intends to relinquish or waive any of the immunities they now have or may hereafter be accorded under State or Federal law, including, but not limited to, all those immunities afforded governmental bodies and their officers and employees under Ohio Revised Code Chapter 2744.

4.13 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties, and their respective successors, subject, however, to the specific provisions hereof. This Agreement shall not inure to the benefit to anyone other than as provided in the immediately preceding sentence. This Agreement is not intended to and does not create rights or benefits of any kind for any persons or entities which are not Parties to this Agreement.

4.14 Liberally Construed. The parties agree that Ohio Revised Code Section 709.192 shall be liberally construed by the parties in order to facilitate this Agreement. The parties further agree that this Agreement shall be liberally construed in order to facilitate each parties desire to carry out the terms of this Agreement by providing government improvements, services and facilities, by promoting economic development, by creating and preserving employment opportunities, and by allowing the sharing of the Township and the City, and the State of Ohio,

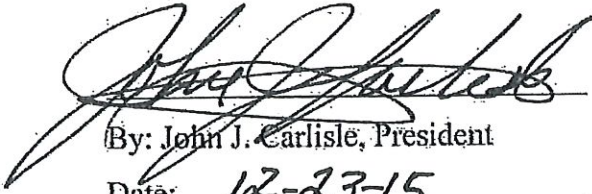
in the benefits of economic development. Each term of this Agreement shall be liberally construed so as to permit maximum advantage to the parties allowed by Ohio Revised Code Section 709.192.

4.15 Entire Agreement. This Agreement and the JEDD Contract represents the only and entire agreement between the City and Township regarding the Etna-Reynoldsburg Joint Economic Development District – 1. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

(End of Article IV)

IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS ANNEXATION AGREEMENT TO BE EXECUTED BY THEIR
DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE
WRITTEN:

ETNA TOWNSHIP BOARD OF TRUSTEES


By: John J. Carlisle, President

Date: 12-23-15

Resolution No. 15-12-22-01

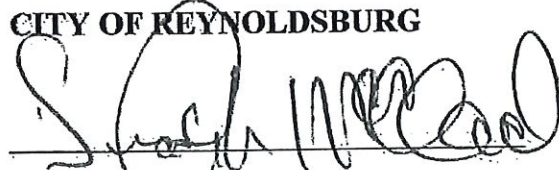
APPROVED AS TO FORM:



John B. Albers II, Esq.

Attorney for Township

CITY OF REYNOLDSBURG

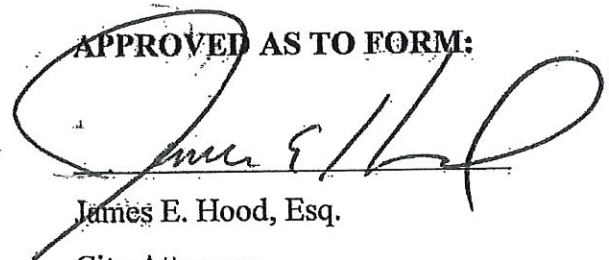


By: Bradley L. McCloud, Mayor

Date: 12/21/15

Ordinance No. _____

APPROVED AS TO FORM:

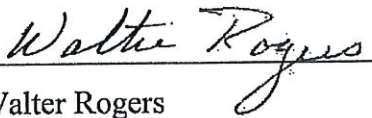


James E. Hood, Esq.

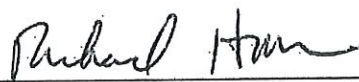
City Attorney

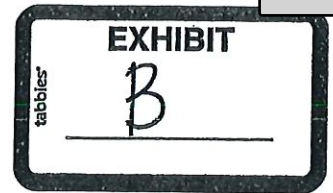
FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2015 under the foregoing Annexation Agreement, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.


By: Walter Rogers
Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2015 under the foregoing Annexation Agreement, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.


By: Richard Harris
Reynoldsburg City Auditor



**JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT
AND AGREEMENT PURSUANT TO OHIO REVISED CODE SECTION 709.192**

(JEDD 1 CONTRACT)

AMENDMENT NO. 1

BY AND BETWEEN

CITY OF REYNOLDSBURG

(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO

AND

ETNA TOWNSHIP (LICKING COUNTY), OHIO

Dated as of

August 21, 2018

Attachment: Exhibit B to JEDD 1 Amendment No 2 (Amendment #2 113-15 JEDD 1)

**JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT, AMENDMENT NO. 1,
(JEDD 1 CONTRACT)**

This Joint Economic Development District Contract, Amendment No. 1, entered into pursuant to Ohio Revised Code 715.72, et seq., (the "Amended Contract No. 1") dated as of August 21, 2018, is entered into by and between the City of Reynoldsburg, Ohio ("City"), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township (Licking County), Ohio ("Township" and together with the City, the "Contracting Parties"), a township and political subdivision organized and existing under the laws of the State of Ohio.

WITNESSETH:

WHEREAS, the Contracting Parties entered into a Joint Economic Development District Contract on or about December 23, 2015 (the "Original Contract"); and

WHEREAS, the Contracting Parties now desire to amend said Contract to increase the income tax rate to two (2%) percent.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Amended Contract No. 1, the City and Township agree and bind themselves, their agents, employees, and successors as follows:

1. Pursuant to Section 4.11 Amendments of said Original Contract, the Parties hereby agree to amend said Contract by deleting only the first paragraph of Section 4.1 JEDD Income Tax Agreement, and replacing it with the following:

Section 4.1- JEDD Income Tax Agreement

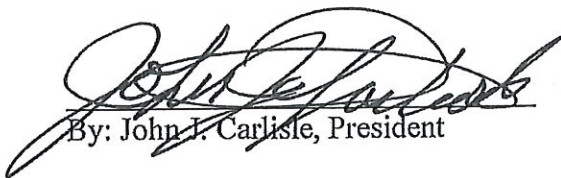
The Board at its first meeting shall adopt a resolution to levy an income tax at a rate of two percent (2 %) in the District in accordance with Section 715.74 of the Revised Code based on the income of persons working within the District and on the net profits of businesses located within the District ("JEDD Income"). The income tax shall go into

effect immediately upon adoption of that resolution. The rate of the income tax shall remain two percent (2 %) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2 %), but less than said highest rate, unless hereafter authorized by a duly approved and executed Resolution adopted by the Township Board of Trustees. Said income tax rate shall never decrease below said rate of two percent (2 %). The revenues of that income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract.

2. All other terms and conditions of the Original Contract shall remain in full force and effect.
3. This Amendment No. 1 shall become effective immediately on the date of approval by the last party to approve the same.

IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG HAVE CAUSED THIS AMENDED CONTRACT NO. 1 TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE WRITTEN:

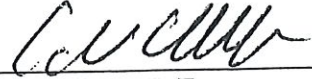
ETNA TOWNSHIP BOARD OF TRUSTEES


By: John J. Carlisle, President

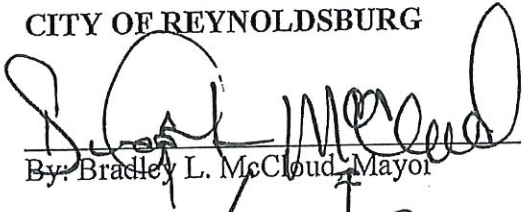
Date: 8-21-18

Resolution No. 1808-2103

APPROVED AS TO FORM:

John B. Albers II, Esq.
Attorney for Township

CITY OF REYNOLDSBURG


By: Bradley L. McCloud, Mayor

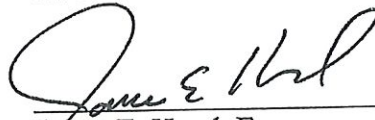
Date:

9/28/18

Ordinance No.

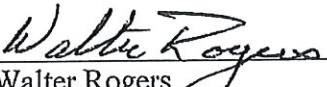
89-18

APPROVED AS TO FORM:

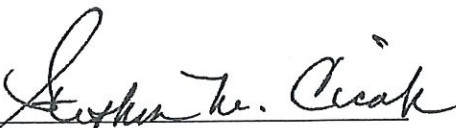
James E. Hood, Esq.
City Attorney

FISCAL OFFICER CERTIFICATE

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2018 under the foregoing Joint Economic Development District Contract, Amendment No. 1, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.


 By: Walter Rogers
 Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2018 under the foregoing Joint Economic Development District Contract, Amendment No. 1, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.


 By: Stephen Cicak
 Reynoldsburg City Auditor

DEVELOPMENT AND COMPENSATION AGREEMENT

This Development and Compensation Agreement (this “Agreement”) is made and entered into effective the ____ day of _____, 2019, by and among the City of Reynoldsburg (the “City”), a political subdivision of the State of Ohio; Etna Township, Licking County, a political subdivision of the State of Ohio, through its Board of Trustees (the “Township”); Licking County, a political subdivision of the State of Ohio, through its Board of County Commissioners (the “County”); and TPA Group, LLC, a Georgia limited liability company, its affiliates, successors, nominees and/or assigns (collectively, “TPA”).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Section 3735.671, the County has entered into a Community Reinvestment Area Agreement with TPA (the “CRA Agreement,” substantially in the form attached hereto as Exhibit A), under which the County is providing a fifteen (15) year, 100% exemption for the assessed valuation of new structures at the Project Site (as defined in the CRA Agreement) and a ten (10) year, 100% exemption for remodeling of new structures at the Project Site; and

WHEREAS, pursuant to R.C. Section 715.72 et seq., the Township and the City have entered into a Joint Economic Development District Contract (collectively with all amendments, the “JEDD Contract”, attached hereto as Exhibit B), under which the Township and the City have agreed to share in the costs of improvements for an area that they designate as a joint economic development district (the “JEDD”) for the purpose of facilitating new or expanded growth for commercial or economic development in the state; and

WHEREAS, the Project Site represents approximately 95 acres of the total of JEDD acreage of approximately 230 acres; and

WHEREAS, the Township has passed a tax increment financing (“TIF”) resolution (with all amendments, the “TIF Resolution”, attached hereto as Exhibit C) declaring the increase in assessed value of the parcels of real property comprising the Project Site to be a public purpose and exempt from real property taxation; provided, however, that the exemption provided pursuant to the TIF Resolution shall not apply to the assessed value of any structures exempted under the CRA Agreement for the period and to the extent that the structures are exempt under the CRA Agreement; and

WHEREAS, the Board of Education of the Southwest Licking Local School District (the “School District”) has waived all applicable notice requirements in connection with the CRA Agreement and the TIF Resolution and has approved the CRA Agreement and the TIF Resolution and the real property tax exemptions provided for therein; and

WHEREAS, in connection with the School District’s waiver of all applicable notice requirements and its approval of the CRA Agreement and the TIF Resolution and the real property tax exemptions provided for therein, the City and the Township have entered into the JEDD Contract; and

WHEREAS, pursuant to R.C. Section 5709.82, the County, the Township and TPA are entering into this Agreement to provide for compensation for tax revenue foregone as a result of the exemptions set forth in the TIF Resolution and the CRA Agreement; and

WHEREAS, because compensation will be provided to the School District through the JEDD Contract, it is necessary to make the City a party to this Agreement; and

WHEREAS, the parties recognize that the exact legal and financing structure used by TPA in developing, equipping and operating the Project (as defined in the CRA Agreement) may include additional legal entities and may evolve prior to and during the development of the Project; and

NOW, THEREFORE, in consideration of the premises and covenants contained herein and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Approval of Exemption Agreements and Future Good Faith Negotiation – The County hereby affirms its approval of the CRA Agreement, including the fifteen (15) year, 100% real property tax exemptions and the ten (10) year, 100% real property tax exemptions provided therein.

2. Establishment and Operation of JEDD and TIF

A. The City and the Township have entered into the JEDD Contract in accordance with R.C. 715.72 et seq.

B. The parties agree that the purpose of the JEDD Contract is to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the JEDD. The City and Township further acknowledge that economic development incentives, such as property tax incentives and tax increment financing, and economic development investments, such as public infrastructure investments and arrangements to fully or partially reimburse developers or end users for certain public infrastructure investments, can play a critical role in competitively positioning the City and Township to attract jobs and economic growth.

C. The City and the Township shall cause the JEDD Board of Directors (the “JEDD Board”) at its first meeting to adopt a resolution to levy an income tax at a rate of two percent (2%) within the JEDD. The income tax shall be used for the purposes of the JEDD and for the purposes of the City and Township pursuant to the JEDD Contract and in accordance with this Agreement. The income tax is levied in the JEDD based on income earned by persons working in the JEDD and on the net profits of businesses located in the JEDD. The rate of the income tax shall remain two percent (2%) and shall not change to equal the highest rate of the income tax levied by the City, or some rate in excess of two percent (2%), but less than said high rate, unless hereafter authorized by a duly approved and executed resolution adopted by the Township Board

of Trustees. The income tax shall be administered, collected, enforced and distributed by the City.

D. From the revenue generated by the Project Site only, the City and the Township shall cause the JEDD income tax revenues less refunds (the “Gross Revenue”) to be distributed in accordance with this paragraph. The distributions described shall be made at least quarterly, no later than 30 days after the end of each calendar quarter, based on the Gross Revenues collected by the City and deposited into the established City JEDD Fund (the “JEDD Fund”) at the end of such calendar quarter. Within the JEDD Fund, the Gross Revenue shall be utilized to (1) pay the City an amount equal to, if any, the Southwest Licking Local School District Payment (“SWLLSD Payment”), described below, for distribution by the City to the School District within thirty (30) days of receipt by the City, (2) repay the City and Township the costs incurred to establish or defend the existence of the JEDD, if any, until paid in full, on a pro rata basis based on such costs, (3) pay the JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the JEDD for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long term maintenance of the JEDD, in an amount not to exceed two percent (2%) of the Gross Revenue, and (4) pay the City an amount not to exceed three percent (3%) of the Gross Revenue to pay the City’s expenses to administer the JEDD income tax, provided, however, that the City (as administrator of the JEDD income tax) shall pay such reasonable and necessary out-of-pocket expenses for any increased costs payable to the Regional Income Tax Agency associated with the enforcement or collection of the income tax from the JEDD, upon approval of the City and the Township.

The SWLLSD Payment is an amount equal, for the period during which it is due pursuant to this paragraph, to 20% of the Gross Revenue. The SWLLSD Payment described herein shall be from revenue generated by this Project Site only and shall be due until the later of (i) the end of the fifth calendar year after the calendar year in which the cumulative sum of the SWLLSD Payments equals two million two-hundred fifty thousand dollars (\$2,250,000) for up to approximately 1,230,000 square feet of building space (+- 5%), irrespective of whether the square footage represents one or more buildings on the Project Site, or other project sites within the JEDD, or (ii) the end of the fifteenth calendar year after the first calendar year in which a new building at the Project Site that is larger than 100,000 square feet is first occupied by a tenant or end user. For the sake of clarity, with respect to letter (i) herein, the School District reserves the right to negotiate additional compensation from the Developer only for building space on the Project Site in excess of approximately 1,230,000 square feet (+- 5%).

The amount of Gross Revenue remaining following these payments (the “Net Revenue”) shall be distributed quarterly in the manner outlined in this paragraph. For the duration of the JEDD Contract, the Net Revenue shall be distributed as follows: (1) to the City, an amount equal to twenty percent (20%) of the Net Revenue; (2) to the Board Improvement Account (as defined in the JEDD Contract), an amount equal to twenty percent (10%) of the Net Revenue; (3) to the Career and Technology Centers of Licking County (“C-Tec”), an amount equal to five percent (5%) of the Net Revenue for the same term as the SWLLSD Payment; (4) to the County, an amount equal to fifteen percent (15%) of the Net Revenue for 30 years, and ten percent (10%) of the Net Revenue thereafter; (5) to the Licking County Transportation Improvement District (the

“TID”), an amount equal to five percent (5%) of the Net Revenue, provided, however, that such distribution shall be limited to the terms which are set forth in Section 4.2.2.5. of the JEDD Contract; and (6) to the Township, an amount equal to the Net Revenue minus the sum of the amount paid to the City, the Board Improvement Account, C-Tec, the County and the TID pursuant to this paragraph.

The City shall make provision in each annual appropriation measure for the payments from the JEDD Fund required by this Agreement.

E. TPA agrees to expend up to \$3,500,000 to construct or cause to be constructed, or contribute toward the construction of, public infrastructure improvements (as defined in R.C. Section 5709.40(A)(8)) that are within the JEDD, that are contiguous to the JEDD, or that benefit the JEDD. From the revenue generated by the Project Site only, the City, the Township and the County shall cause the JEDD Board and the Board of Trustees of the Township to negotiate in good faith with TPA and enter into an agreement or agreements that will directly or indirectly reimburse – including, but not limited to, through the issuance of bonds – TPA for all of the items of “costs of permanent improvements” set forth in R.C. Section 133.15(B) incurred directly or indirectly by TPA or its designees in accordance with this subsection 2.E (the “Costs”). TPA hereby agrees that the amount for which it will be reimbursed is limited to costs of public infrastructure improvements (as defined in R.C. Section 5709.40(A)(8)). The reimbursement shall be from a combination of JEDD income tax revenues deposited into the JEDD Improvements Account, TIF service payments and certain other amounts and shall take place in accordance with the following:

a. The Township agrees that the net TIF service payments (after a portion of the TIF service payments are paid to the School District and Licking County Joint Vocational School District as provided in the TIF Resolution) shall be deposited into the Etna/TPA Account (the “TIF Account”) of the Etna Township Public Improvement Tax Increment Equivalent Fund created in the TIF Resolution. The Township agrees that the net TIF service payments deposited into the TIF Account shall be used to reimburse TPA for its Costs associated with public infrastructure improvements (as defined in R.C. Section 5709.40(A)(8)) constructed by or on behalf of TPA that directly benefit the parcels comprising the JEDD until TPA is fully reimbursed for such Costs (subject to the limitations described below in Section 2(E)(b)), after which the TIF service payments shall be used by the Township for any lawful purpose.

b. The parties hereto agree that with respect to the amounts to be paid to TPA by the JEDD Board from amounts deposited into the Board Improvement Account pursuant to the funding requirements in Section 2.D above for distribution of JEDD income tax revenues (i.e., not including any additional amounts deposited into the Board Improvement Account by the Township or others) (the “Net BIA Deposit”), the reimbursement paid to TPA for each year by the JEDD Board shall be as follows: (i) through the end of the fifth calendar year after the first calendar year in which a new building at the Project Site that is larger than 500,000 square feet is first occupied by a tenant or end user – 95% of the amount of the Net BIA Deposit, (ii) for the next five calendar years – 75% of the amount of the Net BIA Deposit, and (iii) in all years thereafter until TPA is fully reimbursed under the agreement or agreements entered into under this Section – 50% of the amount of the Net BIA Deposit. TPA shall receive a reimbursement from

the Township of a sum equal to 60% of the amount deposited into the TIF Account until TPA is fully reimbursed under the agreement or agreements entered into under this Section. For the sake of clarity, the reimbursement set forth in this section applies to the total balance of the Net BIA Deposit and the TIF Account at the time that reimbursement is requested, and not solely to amounts paid into the Net BIA Deposit or received by the TIF Account in any one reimbursement year.

Except as provided in Section 2.E of this Agreement with respect to public infrastructure improvements made by TPA, the parties agree that the JEDD Board shall have discretion to determine the improvements that will be made from amounts deposited into the Board Improvement Account, provided that all such improvements must be made within the Township.

c. The specific terms associated with the reimbursement of TPA from TIF revenues and the Net BIA Deposit shall be memorialized in one or more infrastructure reimbursement agreements or other agreements with the Township and the JEDD Board. In addition, TPA, the City, the County and the Township shall cooperate with each other to secure other funding sources for the public infrastructure improvements constructed by or on behalf of TPA, including, but not limited to, 629 Grants, other State grants and State Infrastructure Bank financing.

F. The City and the Township agree that the JEDD Contract shall continue in existence for fifty (50) years, provided however, that if both parties agree in writing, the JEDD Contract may be terminated after twenty-five (25) years. Additionally, the JEDD Contract shall automatically renew for two (2) additional twenty five (25) year terms, unless the City or Township provides written notice of termination not later than two (2) years prior to the expiration of the original term or each additional term.

G. The JEDD Board shall consist of five members, one member representing the City, one member representing the Township, one member representing the owners of businesses located within the JEDD, one member representing the persons working within the JEDD, and one member selected by the other members to serve as chairperson of the Board.

H. The City and the Township agree not to remove any property from the JEDD without the prior written consent of TPA, its successors and/or assigns. In the event that territory is added to the JEDD, the City and the Township agree that the JEDD income tax revenues deposited into the Board Improvement Account with respect to the Project Site shall be segregated from the income tax revenues generated from the added property, and shall remain subject to reimbursement as described in Section 2(E)(b) hereof.

3. Compensation Payments

A. The Township agrees that the payments it will receive through the City pursuant to Section 2.D of this Agreement shall be the only compensation it is obligated to receive attributable to tax revenue foregone as a result of the CRA Agreement. The Township agrees not to seek additional payments from the County, the City or TPA in connection with the Project (as defined in the CRA Agreement), this Agreement, the CRA Agreement or the JEDD Contract;

provided, however, this section shall not prohibit TPA from making voluntary payments or voluntary in-kind contributions.

B. Pursuant to R.C. 5709.82(B)(1), the Township expressly consents to the amounts to be received by it under the terms of this Agreement, irrespective of the relationship of the amounts to be received under this Agreement to the tax revenue foregone by it under the CRA Agreement.

C. TPA agrees that if any portion of the Project Site or a business owner within the Project Site opts out of the JEDD, all sums for taxes previously abated pursuant to the CRA Agreement shall be paid with accrued interest to entities to whom such taxes would have been distributed in proportion to the amount of tax foregone. Further, any attempt by TPA to opt-out of the JEDD shall be grounds for the Township to terminate the JEDD Contract, at its discretion.

D. The Developer agrees to pay the Township, or the appropriate established fund, for the development of a Township park or other recreational or beneficial use by Etna Township, the amount of \$10,000.00 per year for a maximum of 50 years, commencing 12 months after the issuance of the first Certificate of Occupancy at the Project site. Alternatively, at the election of the Township, the Developer agrees to file a petition (the "Petition") pursuant to R.C. Chapter 349 to establish a New Community Authority (hereinafter "NCA") inclusive of the Project Site, which Petition would provide for such payment. Further, provided that the Township and Developer can agree upon additional terms acceptable to both, then such terms shall also be added to and provided for in the establishment of such NCA.

4. Cooperation by Property Owner

A. TPA agrees to support the establishment of the JEDD Contract and to refrain from using any resources in opposition to the establishment of the JEDD Contract.

B. TPA agrees to cooperate with the Township, the City and the JEDD Board in connection with the administration of the JEDD Contract, including the imposition of the JEDD income tax. TPA agrees to include one or more provisions in leases or purchase contracts executed for real property within the JEDD to make tenants and other assignees aware of the JEDD income tax and to prohibit lessees and assignees from challenging the validity of the JEDD Contract or the JEDD income tax. The parties acknowledge that TPA cannot restrict the political or legal rights of employees of its tenants and assignees.

5. Remedies – The parties agree that any of the parties to this Agreement may seek to have a default by any party hereto remedied through an action for monetary damages or an action for specific performance.

6. Miscellaneous

A. This Agreement and the benefits and obligations hereof may be assigned in whole or in part by TPA to any of its affiliates or to any future tenants in the JEDD or property owners in the JEDD. This Agreement and the benefits and obligations hereof are not transferable or

assignable, in whole or in part, by the County, the City or the Township without the express, written approval of all of the other parties to this Agreement, which approval shall not be unreasonably withheld.

B. The School District is an intended third-party beneficiary of this Agreement with respect to any payments to be made to the School District hereunder with a right to enforce such provisions.

C. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

D. Except as noted below, the parties and their agents are prohibited from challenging, directly or indirectly, the validity of any of the following agreements and/or legislation or the tax exemptions granted therein (the "Key Agreements"): this Agreement; the JEDD Contract, including the JEDD income tax or any resolution authorizing the JEDD income tax; the TIF Resolution; the CRA Agreement; and any reimbursement agreement executed pursuant to Section 2.E of this Agreement. In that regard, the parties waive any defects in any proceedings related to the Key Agreements. If the validity of any of the Key Agreements is challenged by any entity or individual, whether private or public, the County, the City, the Township and TPA, with each bearing its own costs, shall advocate diligently and in good faith in support of the validity of the challenged agreement. The restrictions and requirements of this Section 6.D are not applicable to any party seeking to enforce its rights under one of the Key Agreements against a party that is in default of that Key Agreement, provided that the challenge must be reasonably related to the default.

E. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

F. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect; and, if any provision of this Agreement is capable of two constructions one of which would render the provision invalid, then such provision shall have the meaning which renders it valid.

G. Any amendments to this Agreement must be in writing and be signed by all of the parties to this Agreement or their successors.

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

I. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed:

If to the County, to:

President
Licking County Board of County Commissioners
20 South Second Street
Newark, OH 43055

With a copy to:
Assistant Prosecuting Attorney, Chief – Civil Division
Licking County Prosecutor
20 S. Second Street
Newark, OH 43055

If to the Township, to:
President
Etna Township Board of Trustees
P.O. Box 188
Etna, OH 43018-0188

With a copy to:
John Albers, Esq,
Albers and Albers
88 North Fifth Street
Columbus, OH 43215

If to the City, to:

Mayor
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

With a copy to:

Development Director
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

If to TPA, to:

Jeb Brees
Principal
TPA Group, LLC
1776 Peachtree Street NW, Suite 100
Atlanta, GA 30309

With a copy to:

Chris L. Connelly, Esq.
Taft Stettinius & Hollister LLP
65 E. State Street, Suite 1000
Columbus, OH 43215

or to any such other persons or addresses as may be specified by any party, from time to time, by prior written notification.

[Remainder of page intentionally left blank]

Attachment: TPA - DC Agreement (execution version) (Amendment #2 113-15 JEDD 1)

Execution Copy

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____, 2019.

BOARD OF COUNTY COMMISSIONERS OF LICKING COUNTY, OHIO

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Licking County, Ohio Prosecutor

ETNA TOWNSHIP BOARD OF TRUSTEES

By: _____

Print Name: _____

Title: _____

CITY OF REYNOLDSBURG, OHIO

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

City Attorney, Reynoldsburg, Ohio

TPA GROUP, LLC, a Georgia limited liability company

By: _____

Print Name: _____

Title: _____

Execution Copy

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2019, by _____, the _____ of the Board of County Commissioners of Licking County, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2019, by _____, the _____ of the Etna Township Trustees, a political subdivision of the State of Ohio, on behalf of the political subdivision.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2019, by _____, the _____ of the City of Reynoldsburg, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision.

Notary Public

Execution Copy

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, _____, by _____, the _____ of TPA Group, LLC, a Georgia limited liability company, on behalf of the limited liability company.

Notary Public

Attachment: TPA - DC Agreement (execution version) (Amendment #2 113-15 JEDD 1)

Exhibit A to DC Agreement**Form of CRA Agreement**

This Community Reinvestment Area Agreement (this “Agreement”) made and entered into by and between Licking County, Ohio, a political subdivision of the State of Ohio (the “State”), through its Board of County Commissioners (the “County”); and TPA Group, LLC, a Georgia limited liability company, with its main offices located at 1776 Peachtree Street, NW, Suite 100, Atlanta, GA 30309, its affiliates, successors, nominees and/or assigns (collectively, the “Company”),

WITNESSETH:

WHEREAS, the County desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of the County that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, the County, by Resolution No. 31-158A, adopted by the Board of County Commissioners of the County on June 15, 2000 (the “Resolution”), designated the area specified in the Resolution as the Etna Township #1 Community Reinvestment Area (the “CRA”) pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, in accordance with R.C. Section 3735.66, the Ohio Director of Development has forwarded to the County the Director’s determination, dated July 10, 2000, that the findings contained in the Resolution are valid, and that the CRA qualifies as a community reinvestment area under the CRA Act; and

WHEREAS, the Company has acquired or intends to acquire or cause to be acquired the real property contained within the County and the CRA described in Exhibit A attached hereto (the “Project Site”); and

WHEREAS, the Company has submitted to the County an application for a community reinvestment area agreement (the “Application”); and

WHEREAS, the Company proposes to establish at the Project Site a master plan-based industrial park by construction of new buildings with, cumulatively, approximately 1,200,000 square feet of industrial facility space, to be used primarily for distribution/logistics, manufacturing, e-commerce and/or professional office space, together with related site improvements, all as more particularly described in the Application (collectively, the “Project”) (each individual building within the Project, with its related site improvements, may be referred to hereinafter from time to time as a “Building”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Company does not anticipate that it will equip or occupy Buildings or hire employees at the Project Site; rather, the Company intends to transfer any combination of Buildings, parts thereof or portions of the Project Site to one or more transferees by lease, sale and/or other means of transfer (the Company and such transferees other than by lease, together with any successors and assigns, collectively or singly, as the context requires, may be referred to hereinafter from time to time as an “Owner” or the “Owners”); each such transfer other than by lease may be made pursuant to a certain assignment and assumption agreement as described more fully in Section 17 hereof in order to bind each

Owner to and under this Agreement; and

WHEREAS, the Company has remitted with the Application the required state application fee of \$750.00, made payable to the Ohio Development Services Agency, to be forwarded with the executed Agreement, and has paid any applicable local fees; and

WHEREAS, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671(B), the County and the Company desire to formalize their agreement with respect to matters hereinafter contained; and

WHEREAS, the Project Site is located in the Southwest Licking Local School District (the "School District") and in the Licking County Joint Vocational School District, and the board of education of each such district has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application; and

WHEREAS, the Board of County Commissioners of the County, by Resolution No. _____, adopted _____, 2019, has approved the terms of this Agreement and authorized its execution on behalf of the County; and

WHEREAS, pursuant to R.C. Section 3735.671, the Board of Education of the School District has (i) approved the terms of this Agreement contingent upon the execution of a Development and Compensation Agreement with the School District as a third-party beneficiary thereof, including the one hundred percent (100%) real property tax exemption for up to fifteen (15) years for new construction and for up to ten (10) years for remodeling; and (ii) waived its rights to receive the forty-five day and fourteen-day notices under R.C. Sections 3735.67 and 5709.83; and

WHEREAS, the parties recognize that the exact legal and financing structure used by the Owners in developing, equipping and operating the Project may include additional legal entities and may evolve prior to and during the operation of the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Project. The Owners, their lessees and/or their successors or assigns shall make a good faith effort to complete the Project. The cost of the investments to be made in connection with the Project by the Owners, their lessees and/or their successors or assigns is estimated as (i) approximately \$50 million to \$60 million for construction of new buildings to contain, cumulatively, approximately 1,200,000 square feet of space; (ii) approximately \$20 million to \$25 million for tenant improvements; (iii) approximately \$5 million to \$8 million for acquisition of machinery and equipment; (iv) approximately \$2 million to \$5 million for acquisition of furniture and fixtures; and (v) \$0 for acquisition of inventory at the Project Site. There are no existing buildings at the Project Site. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the costs associated with the Project may increase or decrease significantly. The parties also recognize that costs do not necessarily equal otherwise taxable value.

2. Values of Personal Property. The value for Ohio personal property tax purposes of the personal property of the Company, including, but not limited to, machinery, equipment, furniture, and fixtures, located at another location in Ohio prior to the execution of this Agreement and relocated or to

be relocated from that location to the Project Site, is \$0. The value for Ohio personal property tax purposes of the personal property of the Company, including, but not limited to, machinery, equipment, furniture, and fixtures, at the Project Site prior to the execution of this Agreement is \$0. The average value for Ohio personal property tax purposes of the inventory of the Company held at another location in Ohio prior to the execution of this Agreement and to be relocated from that location to the Project Site is \$0. The average value for Ohio personal property tax purposes of the inventory of the Company at the Project Site prior to the execution of this Agreement is \$0.

3. Project Schedule. The scheduled estimated starting month for the Project investments to made in building, machinery, equipment, furniture, fixtures and/or inventory is approximately 2019; and the scheduled estimated completion month for such investments is no later than approximately December 2020. Unless this Agreement is amended to provide otherwise, for purposes of this Agreement, the Project shall be considered complete in the month (the "Completion Month") that is the earliest of (i) December 2025, (ii) twelve (12) months after the completion of a Building that increases the total footprint area (measured by determining the square foot area of the ground floor of each Building on the Project Site; hereinafter, the "Total Footprint Area") to greater than or equal to 700,000 square feet, or (iii) twelve (12) months after the completion of a Building that increases the Total Footprint Area to more than 90% of the maximum Total Footprint Area, as that maximum Total Footprint Area is set forth in applicable zoning regulations. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Section 6 of this Agreement.

4. Employee Positions. The Owners shall use their good faith and commercially reasonable efforts to cause and/or facilitate the creation at the Project Site of, cumulatively, (i) approximately 500 to 800 full-time permanent employee positions with a total annual payroll of approximately \$22,500,000 to \$36,000,000, (ii) 0 full-time temporary employee positions, (iii) 0 part-time permanent employee positions and (iv) 0 part-time temporary employee positions. Hiring of such employees is estimated to commence in approximately 2020-2021 and to continue incrementally over the succeeding three to five years, with approximately 100 to 200 employees, cumulatively, to be added each year. Currently, the Owners have no employees at the Project Site. The approximate number of employee positions of the Company in Ohio at locations other than the Project Site as of the date of execution of this Agreement is 0 full-time permanent employee positions, 0 part-time permanent employee positions, 0 full-time temporary employee positions, and 0 part-time temporary employee positions. The estimates provided in this Section 4 are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the employment and payroll estimates associated with the Project may increase or decrease. The parties also recognize that it is anticipated that all employees at the Project Site will be hired by Owners other than the Company, or by lessees of Owners.

5. Provision of Information. Each Owner shall provide to the proper tax incentive review council (the "Council") any information reasonably required by the Council to evaluate the compliance of such Owner with the Agreement, including returns or annual reports of such Owner filed pursuant to R.C. Section 5711.02 if requested by the Council.

6. Real Property Tax Exemption. The County hereby grants a fifteen (15) year, 100% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of each Building constructed at the Project Site. For each Building constructed at the Project Site, the County further grants a ten (10) year, 100% real property tax exemption for the increase in assessed value associated with remodeling that occurs within ten (10) years following the first issuance of a Certificate of Use and Occupancy by the Licking County Building Code Department for the Building for which the exemption is

sought. For each separately identifiable real property improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. Unless subsequently extended by the County, no exemption shall commence after the earlier of (i) the tax year after the Completion Month, or (ii) tax year 2039 (i.e., tax lien date January 1, 2039). Unless subsequently extended by the County, no exemption shall extend beyond tax year 2053 (i.e., tax lien date January 1, 2053). Although exemption under this Agreement for any separately identifiable real property improvement lasts for only fifteen years at most, the real property exemption period for the Project as a whole may last more than fifteen years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by an Owner, or, in accordance with Section 17 of this Agreement, Section 21 of this Agreement, or both Sections 17 and 21 of this Agreement, by another entity or other entities.

7. Application for Exemption. The Owners acknowledge that the tax exemption with respect to each real property improvement is subject to the filing of a real property tax exemption application with the Housing Officer designated by the County for the CRA, following the completion of construction of that real property improvement. The County agrees that (i) upon receipt of the real property tax exemption application, the Housing Officer shall verify and investigate the facts and circumstances necessary to determine whether the real property improvement is eligible for a tax exemption pursuant to this Agreement; and (ii) if the Housing Officer determines that the real property improvement is eligible for a tax exemption, the Housing Officer shall certify the tax exemption to the Licking County Auditor.

8. Waiver of Other Real Property Tax Exemptions. The Company, for itself and for any other Owner, hereby covenants that for the term of the exemptions set forth in Township Resolution No. 15-12-19-03, passed December 19, 2015 and the amendment to Resolution No. 15-12-19-03 contained in Resolution No. _____, passed _____, 2019 (collectively, the "TIF Resolution"), it waives the right to any other exemption from real property taxes for the Project Site, other than the exemptions provided by this CRA Agreement and the TIF Resolution.

9. Payment of Non-Exempt Taxes. Each Owner shall pay such real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against such Owner's property and shall file all tax reports and returns as required by law in connection therewith. If an Owner fails to pay such taxes or file such returns and reports, and such failure is not corrected within thirty days of written notice thereof to such Owner, all exemptions from taxation granted under this Agreement with respect to property of such Owner are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter; provided, however, to the extent permitted by law, the County may elect to reinstate such exemptions under terms acceptable to the County. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s).

10. Cooperation of the County. The County shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions. The County shall give its fullest cooperation in the development of the Project, including, but not limited to: (i) the review, processing and approval of all building or other permits, and (ii) all other activities related to the Project.

11. Revocation of CRA. If for any reason the County revokes or purports to revoke the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years

specified in this Agreement, unless an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty days of written notice thereof to such Owner, and consequently, the County terminates or modifies the exemptions from taxation granted in this Agreement with respect to property of such Owner from the date of the material failure and elects not to reinstate such exemptions. Any such termination or modification, as provided in this Section, shall have no effect on exemptions from taxation granted in this Agreement with respect to property of Owners other than such defaulting Owner(s).

12. Certification as to No Delinquent Taxes. The Company hereby certifies that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio and does not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., and (iii) no such petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

13. Termination or Modification Upon Default. If an Owner materially fails to fulfill its obligations under this Agreement, other than with respect to the number of employee positions estimated to be created or retained under this Agreement and with respect to the total investment associated with the Project, and such failure is not corrected within thirty days of written notice thereof to such Owner, or if the County determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the County may terminate or modify the exemptions from taxation granted under the Agreement with respect to property of the Owner which is in such default or has made such fraudulent certification, from the date of the material failure. Any such termination or modification, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s).

14. Approval by the County. The Owners and the County acknowledge that this Agreement must be approved by formal actions of the legislative authority of the County as a condition for this Agreement to take effect. This Agreement takes effect upon such approval. Because this Agreement was approved by Resolution No. _____ of the Board of County Commissioners of the County on _____, 2019, this Agreement shall be effective immediately upon its execution.

15. Non-Discriminatory Hiring. By executing this Agreement, the Owners are committing to following non-discriminating hiring practices, acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

16. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked with respect to an Owner if it is determined that such violating Owner, any successor enterprise to such violating Owner, or any related member of such violating Owner (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into the Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such revocation, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such violating Owner(s).

17. Transfer and/or Assignment; Release from Liability.

A. Except as provided below, this Agreement and the benefits and obligations thereof are

not transferable or assignable without the express, written approval of the County, which approval shall not be unreasonably withheld or delayed. The County hereby approves transfer and/or assignment of this Agreement, in whole or in part, and the benefits and obligations hereof to Permitted Transferees, subject only to compliance with the procedure stated below in this Section. "Permitted Transferee" as used herein means: (i) each person or entity, except the Company, which is a transferee by sale and/or other means of transfer of all or any part of a Building or the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); (ii) any entity affiliated with the Company or any such Permitted Transferee as described in the preceding clause (i) (including but not limited to subsidiaries and/or affiliates); and/or (iii) successor entities to any such Permitted Transferee as described in the preceding clauses (i) and (ii) as a result of a consolidation, reorganization, acquisition or merger. Provided, however, that as a condition to the right to receive tax exemptions as set forth in this Agreement, each Permitted Transferee shall execute and deliver to the County an Assignment and Assumption Agreement (the "Assumption Agreement") in substantially one of the forms attached hereto as Exhibit B.1 and Exhibit B.2, wherein such Permitted Transferee (i) assumes all obligations of the Company under this Agreement with respect to the Transferred Property, and (ii) certifies to the validity, as to the Permitted Transferee, of the representations, warranties and covenants contained herein and in the Assumption Agreement. Upon the receipt by the County of such Assumption Agreement, as to the Transferred Property the Permitted Transferee shall have all entitlements and rights to tax exemptions, and obligations, as an "Owner" under this Agreement, in the same manner and with like effect as if the Permitted Transferee had been the original Owner and a signatory to this Agreement. The County agrees to execute each such Assumption Agreement and to deliver an original thereof to the Permitted Transferee.

B. As used herein, "Prior Owner" means, as of any point in time, any person or entity which shall have been, but is not then, the person or entity in control of the Project Site, or any portion thereof, as owner. Upon delivery to the County of the Assumption Agreement, each Prior Owner will be released from liability for any defaults occurring after the date of the change in ownership or control by which that Prior Owner became a Prior Owner, as such change is reflected in the Assumption Agreement.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

19. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

20. Validity. The Owners and the County covenant and agree that they are prohibited from challenging the validity of this Agreement or the CRA. In that regard, the Owners and the County waive any defects in any proceedings related to the CRA or this Agreement. If the validity of the CRA or this Agreement is challenged by any entity or individual, whether private or public, the Owners and the County shall advocate diligently and in good faith in support of the validity of the CRA and this Agreement.

21. Modifications. If, notwithstanding Section 17 of this Agreement, it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure used by the Owners

in developing, equipping and operating the Project, the Owners shall request an amendment to this Agreement, which the County shall not unreasonably reject or delay.

22. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, or (ii) by nationally recognized overnight delivery courier service, and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery:

If to the County, to:

President
Licking County Board of County Commissioners
20 South Second Street
Newark, OH 43055

With a copy to:

Director
Licking County Planning Commission
20 South Second Street
Newark, OH 43055

If to the Company, to:

Jeb Brees
Principal
TPA Group, LLC
1776 Peachtree Street NW, Suite 100
Atlanta, GA 30309

With a copy to:

Chris L. Connelly, Esq.
Taft Stettinius & Hollister LLP
65 E. State Street, Suite 1000
Columbus, OH 43215

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

23. R.C. Section 9.66 Covenants. Each of the Owners affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of any of the Owners has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, such Owner shall be required to immediately return all benefits received by it under this Agreement pursuant to R.C. Section

9.66(C)(2) and such Owner shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months. Any such requirement to return benefits under this Agreement, and/or ineligibility for future economic development assistance, as provided in this Section, shall have no applicability to nor effect on Owners other than such violating Owner(s).

24. Annual Fee. The Company, on behalf of all of the Owners, shall pay an annual fee equal to \$2,500. The fee shall be paid by the Company to the County once per year, on or after July 1st of each year this Agreement is in effect, within thirty (30) days of receipt of an invoice from the County. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with R.C. Section 3735.672 and by the Council created under R.C. Section 5709.85 exclusively for the purposes of performing the duties prescribed under that Section.

25. Termination. This Agreement shall be in full force and effect until December 31 of the last tax year in which exemptions can be claimed pursuant to Section 6 of this Agreement, after which this Agreement and the obligations of all parties hereto shall terminate.

26. Valuation Challenges. The Company, on behalf of itself and all of the Owners, hereby agrees that the Company and any other Owner shall not initiate proceedings pursuant to R.C. Section 5715.19 for any tax years in which the land or building is subject to exemption under this Agreement absent any of the conditions set forth in R.C. Section 5715.19(A)(2) that would permit a second filing within a single interim period or, if as a result of a clerical error or other circumstance beyond the control of the Company, the value of any portion of the Project site is materially misstated for non-market reasons in the reasonable opinion of the Company or other Owner, in which case the Company or other Owner shall provide the School District with sufficient notice prior to the initiation of such proceedings to allow the School District to participate in the proceedings.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____, 2019.

BOARD OF COUNTY COMMISSIONERS OF LICKING COUNTY, OHIO

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Licking County, Ohio Prosecutor

TPA GROUP, LLC, a Georgia limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, _____, by _____, the _____ of the Board of County Commissioners of Licking County, Ohio, a political subdivision of the State of Ohio, on behalf of the political subdivision.

Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ____ day of _____, _____, by _____, the _____ of TPA Group, LLC, a Georgia limited liability company, on behalf of the limited liability company.

Notary Public

[Note: A copy of this Agreement must be forwarded to the Ohio Development Services Agency by the County within fifteen (15) days of execution.]

APPROVAL OF BOARD OF EDUCATION

The Board of Education of the Southwest Licking Local School District approves this Community Reinvestment Area Agreement.

**BOARD OF EDUCATION OF THE
SOUTHWEST LICKING LOCAL SCHOOL DISTRICT**

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A
TO FORM OF COMMUNITY REINVESTMENT AREA AGREEMENT

Map and Description of Project Site

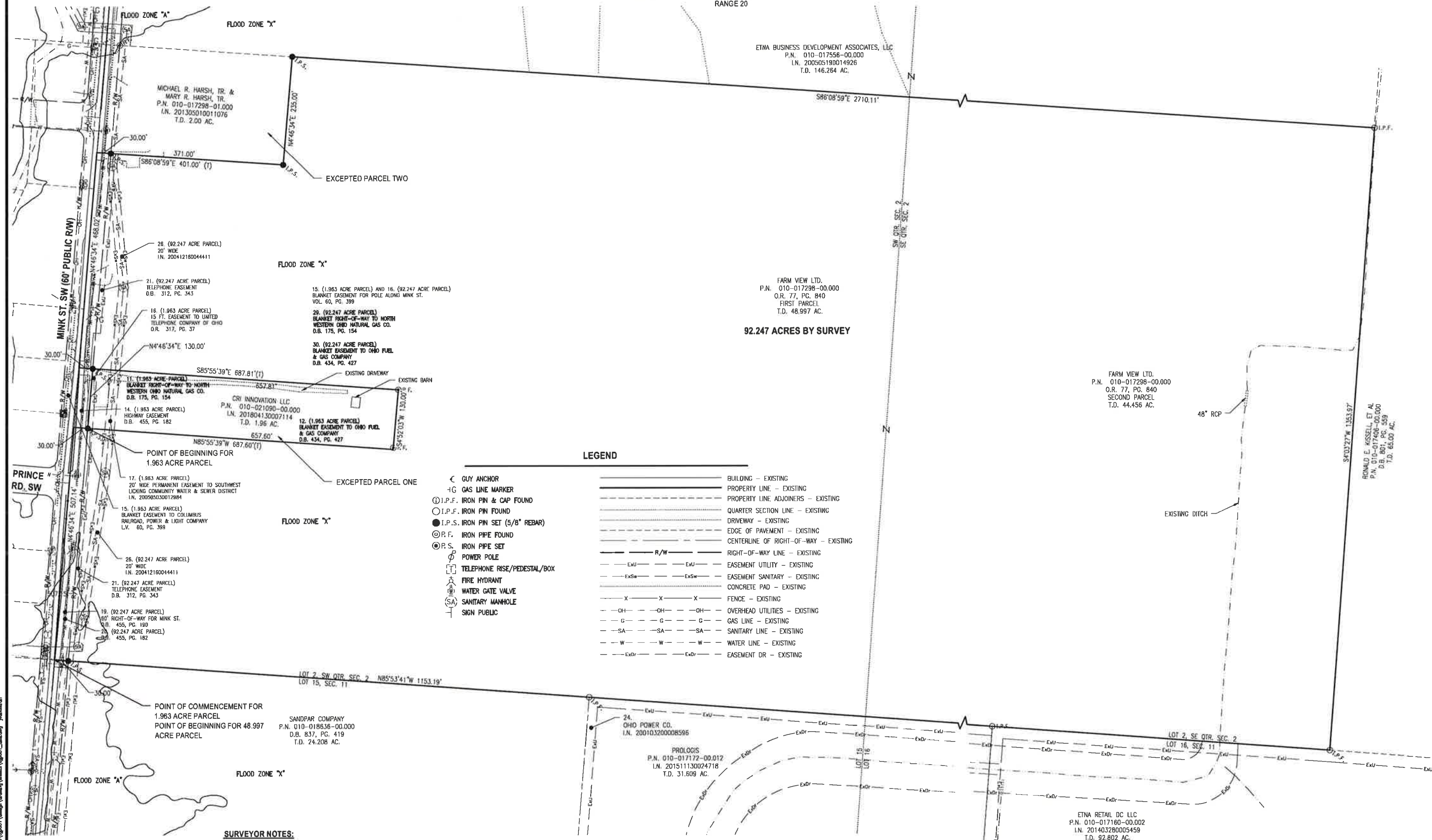
The Project Site is the real estate situated in the County of Licking and State of Ohio consisting of the tax year 2018 parcel number(s) listed below (and including any subsequent combinations and/or subdivisions of the current parcel numbers), depicted on the map and described on the legal description attached hereto:

010-017298-00.000

010-021090-00.000

Attachment: TPA - DC Agreement (execution version) (Amendment #2 113-15 JEDD 1)

SITUATED IN THE STATE OF OHIO, COUNTY OF LICKING, TOWNSHIP
OF ETNA, AND BEING A PART OF LOT 2, SECTION 2, TOWNSHIP 16,
RANGE 20



LEGEND

⊙ I.P.F. IRON PIN & CAP FOUND	— BUILDING — EXISTING
⊙ I.P.F. IRON PIN FOUND	— PROPERTY LINE — EXISTING
⊙ I.P.S. IRON PIN SET (5/8" REBAR)	— PROPERTY LINE ADJOINERS — EXISTING
⊙ P.F. IRON PIPE FOUND	— QUARTER SECTION LINE — EXISTING
⊙ P.S. IRON PIPE SET	— DRIVEWAY — EXISTING
⊙ POWER POLE	— EDGE OF PAVEMENT — EXISTING
⊙ TELEPHONE RISE/PEDESTAL/BOX	— CENTERLINE OF RIGHT-OF-WAY — EXISTING
⊙ FIRE HYDRANT	— RIGHT-OF-WAY LINE — EXISTING
⊙ WATER GATE VALVE	— EASEMENT UTILITY — EXISTING
⊙ SANITARY MANHOLE	— EASEMENT SANITARY — EXISTING
⊙ SIGN PUBLIC	— CONCRETE PAD — EXISTING
	— FENCE — EXISTING
	— OVERHEAD UTILITIES — EXISTING
	— GAS LINE — EXISTING
	— SANITARY LINE — EXISTING
	— WATER LINE — EXISTING
	— EASEMENT DR — EXISTING

SURVEYOR NOTES:

THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.

DATE OF FIELD WORK: 2/15/19
EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREIN ARE BASED ON OHIO STATE PLANE COORDINATE SYSTEM, SOUTH SYSTEM, NAD83, GEOID12A.

NOTES:

THERE HAS BEEN NO CURRENT EARTHWORK, BUILDING CONSTRUCTION OR BUILDING ADDITION AT DATE OF SURVEY. THERE IS NO EVIDENCE OF A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL ON SURVEYED SITE.

CURRENT ZONING: M-1 (LIGHT MANUFACTURING)
SETBACKS:
FRONT = 50 FOOT
SIDE = 30 FOOT
REAR = 25 FOOT

FIRM COMMUNITY PANEL No.: 39089C0426J,
39089C0427J AND 39089C0430J
FLOOD ZONE: 'X' & 'A'
EFFECTIVE DATE: 05/02/2007

HULL
Environment / Energy / Infrastructure

FARM VIEW LTD
ETNA TOWNSHIP, LICKING COUNTY, OHIO
ALTANSPS LAND TITLE SURVEY

JOB NUMBER:
TGP001

1 OF 2

3/22/2019 1:23 PM C:\clients\active\ltpa\ltpa001\design\ltpa001\ltpa001_title.dwg jvanostan

LEGAL DESCRIPTION FOR 92.247 ACRE PARCEL;

Situated in the State of Ohio, County of Licking, Etna Township, being a part of Lot 2 in Section, 2, Township 16, Range 20, of the Refugee Tract, and being all of that 44.456 acre tract (Parcel No. 010-017298-00.000), and all of that 48.997 acre tract (Parcel No. 010-017298-00.000) as conveyed to Farm View Limited in Official Record Volume 77, Page 840, all references being to those of record in the Recorder's Office, Licking County, Ohio, said 92.247 acre tract being more particularly bounded and described as follows:

Beginning at the intersection of the centerline of Mink Street with the southerly line of said Lot 2, and the northerly line of Lot 15, and also being the southwest corner of the said 48.997 acre tract, and the northwest corner of a 26.866 acre tract (Parcel No. 010-018636-00.000) as conveyed to Sandpar Company in Deed Volume 837, Page 419;

Thence along the centerline of Mink Street, North 4°46'34" East, 507.14 feet to a point;

Thence leaving said centerline of Mink Street and along the southerly line of a 1.963 acre tract as conveyed to CRI Innovation, LLC, in Instrument Number 201804130007114, South 85°55'39" East, passing an iron pin set at 30.00 feet a total distance of 687.60 feet to a point at the southeast corner of said 1.96 acre tract;

Thence northerly along the easterly line of said 1.963 acre tract, North 4°52'03" East, passing over a 3/4-inch iron pipe found at 3.84 feet, a total distance of 130.00 feet to a 3/4-inch iron pipe found at the northeast corner of said 1.963 acre tract;

Thence westerly along the northerly line of said 1.963 acre tract, North 85°55'39" West, passing an iron pin set at 657.81 feet a total distance of 687.81 feet to a point in the centerline of Mink Street;

Thence northerly along the centerline of Mink Street, North 4°46'34" East, 468.02 feet, to the southwest corner of a 2.00 acre tract as conveyed to Michael R. & Mary R. Harsh Trustees in Instrument Number 201305010011076;

Thence leaving said centerline of Mink Street and along the lines of said 2.00 acre tract the following two (2) courses and distances:

South 86°08'59" East, passing an iron pin set at 30.00 feet, a total distance of 401.00 feet to an iron pin set;

North 4°46'34" East, 235.00 feet to an iron pin set on the southerly line of a 146.264 acre tract as conveyed to Etna Business Associates, LLC., in Instrument Number 200505190014926;

Thence easterly along the southerly line of said 146.264 acre tract, South 86°08'59" East, 2710.11 feet to a 5/8" iron pin found at the southeast corner of said 146.264 acre tract and the westerly line of a 65.00 acre tract as conveyed to Ronald E. Kissell in Deed Volume 801, Page 559;

Thence southerly along the westerly line of said 65.00 acre tract South 4°03'27" West, 1353.97 feet to an iron pin set on the northerly line of a 92.802 acre tract as conveyed to Etna Retail DC, Inc., in Instrument Number 201403280005459;

Thence westerly along the northerly line of said 92.802 acre tract and the northerly line of a 75.976 acre tract as conveyed to Prologis in Instrument Number 201411070022158, North 85°53'33" West, 1974.71 feet, to an iron pin set at the northeast corner of said 26.866 acre tract;

Thence westerly along the northerly line of said 26.866 acre tract North 85°53'41" West, passing an iron pin set at 1123.19 feet, a total distance of 1153.19 feet to the Point of Beginning and containing 92.247 acres, more or less, according to a survey made by Jobes Henderson & Associates, Inc. in June of 2017.

The bearings in the above description are based on the Ohio State Plane Coordinates System, South Zone, NAD83.

All iron pins set are 5/8" in diameter rebar by 30" in length with red identification caps marked "J&H, PS 8283".

Subject to all valid and existing easements, restrictions and conditions of record.

TITLE COMMITMENT FOR 92.247 ACRE PARCEL;

From Talon Title Agency, LLC, Commitment Number 19629006-TCM with the Effective Date of January 18, 2019 @ 8:00 am

13. Any inaccuracy in the area, square footage, or acreage of land described herein or on attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.

14. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.

15. Intentionally omitted.

16. Easement to The Columbus Railway, Power & Light Company of record as set forth in Lease Record 60, Page 399, Along County Road 41 (Mink Street). DOES APPLY TO SURVEY SITE, SEE DRAWING FOR DETAILS.

17. Intentionally omitted.

18. Easement to The Ohio Power Company of record as set forth in Deed Book 349, Page 410. DOES NOT APPLY TO SURVEY SITE.

19. Easement to County of Licking of record as set forth in Deed Book 455, Page 190. DOES APPLY TO SURVEY SITE, SEE DRAWING FOR DETAILS.

20. Easement to County of Licking of record as set forth in Deed Book 455, Page 182. DOES APPLY TO SURVEY SITE, SEE DRAWING FOR DETAILS.

21. Easement to United Telephone Company of Ohio of record as set forth in Official Record 312, Page 343. DOES APPLY TO SURVEY SITE, SEE DRAWING FOR DETAILS.

22. Intentionally omitted.

23. Intentionally omitted.

24. Intentionally omitted.

25. Intentionally omitted.

26. Easement to Southwest Licking Community Water and Sewer District of record as set forth in Instrument No. 200412160044411. DOES APPLY TO SURVEY SITE, SEE DRAWING FOR DETAILS.

27. Intentionally omitted.

28. Encroachment of driveway over northwest property line as shown on the survey prepared by Hull & Associates, Inc., dated _____, 2019, as Job No. TGP001.

29. Easement of record in Volume 175, Page 154. BLANKET EASEMENT, DOES APPLY TO SURVEY SITE.

30. Easement of record in Volume 434, Page 427. BLANKET EASEMENT, DOES APPLY TO SURVEY SITE.

TITLE POLICY FOR 1.963 ACRE PARCEL;

From First American Title Insurance Company
Commitment Number NCS-944610-ATL with the Effective Date of January 30, 2019 @ 7:00 am

10. Easement and Restrictions reserved in deed from Norbert W. Tornes and Mary F. Tornes to Clyde Greer and Mary A. Greer recorded November 5, 1971 in/as Deed Book 680, Page 356 of Licking County Records. APPLIES TO SURVEY SITE.

11. Easement(s) disclosed by document recorded February 3, 1900 in/as Deed Book 175, Page 154 of Licking County Records. APPLIES TO SURVEY SITE, SEE DRAWING FOR DETAILS.

12. Right-of-Way Easement to The Ohio Fuel Gas Company recorded October 17, 1951 in/as Book 434, Page 427 of Licking County Records. APPLIES TO SURVEY SITE, SEE DRAWING FOR DETAILS.

13. Right of Ingress to an Egress from Lee B & Traverse Palmer to The Columbus Railway, Power and Light Company record October 5, 1935 in/as Deed Book 313, Page 463 of Licking County Records. DOES NOT APPLY TO SURVEY SITE, POLE LINE ALONG COUNTY ROAD 30 (REFUGEE ROAD).

14. Easement for Highway Purposes from Anna M. Harsh to Licking County recorded December 23, 1953 in/as Deed Book 455, Page 182 of Licking County Records. DOES NOT APPLY TO SURVEY SITE, SEE DRAWING FOR DETAILS, (EXISTING ROAD RIGHT-OF-WAY).

15. Easement from L.B. & Traverse Palmer to The Columbus Railway, Power & Light Company recorded January 8, 1932 in/as Volume 60, page 399 of Licking County Records. APPLIES TO SURVEY SITE, SEE DRAWING FOR DETAILS.

16. Easement from Clyde E. Greer and Mary Anne Greer to United Telephone Company of Ohio recorded April 10, 1990 in/as Deed Book 317, Page 37 of Licking County Records. APPLIES TO SURVEY SITE, SEE DRAWING FOR DETAILS.

17. Affidavit of Facts, filed for record may 03, 2005, and recorded Instrument No. 200505030012984 of Licking County Records. APPLIES TO SURVEY SITE, SEE DRAWING FOR DETAILS



VICINITY MAP – NOT TO SCALE

LEGAL DESCRIPTION FOR 1.963 ACRE PARCEL

Exhibit "A"

Situated in the State of Ohio, County of Licking, Etna Township, being a part of Lot 2 in Section 2, Township 16, Range 20, of the Refugee Tract, and being all of that 1.96 acre tract (Parcel No. 010-021090-00.000) as conveyed to Edward A. Greer, Robert P. Greer, Maureen A. Boggs, and Patricia G. (Kuskowski) Adams in Instrument Number 201212180029987, all references being to those of record in the Recorder's Office, Licking County, Ohio, said 1.963 acre tract being more particularly bounded and described as follows:

Commencing at the intersection of the centerline of Mink Street with the southerly line of said Lot 2;

Thence along the southerly line of said Lot 2, South 85°53'41" East, 30.00 feet to an iron pin set at its intersection with the easterly right of way line of Mink Street;

Thence leaving said lot line and along the easterly right of way line of Mink Street, North 4°46'34" East, 507.15 feet to an iron pin set at the southwesterly corner of said 1.96 acre tract and a westerly corner of a 48.997 acre tract as conveyed to Farm View LTD. in Official Record 77, Page 840, and being the Point of Beginning for the 1.963 acre tract herein described;

Thence continuing along the easterly right of way line of Mink Street, North 4°46'34" East, 130.00 feet to an iron pin set;

Thence leaving said right of way line and along westerly lines of said 48.997 acre tract the following three (3) courses and distances:

South 85°55'39" East, 657.81 feet to a 3/4-inch iron pipe found;

South 4°52'03" West, passing over a 3/4-inch iron pipe found at 126.16 feet, a total distance of 130.00 feet; and ...

North 85°55'39" West, 657.60 feet to the Point of Beginning and containing 1.963 acres, more or less, according to a survey made by Jobes Henderson & Associates, Inc. in June of 2017.

The bearings in the above description are based on the Ohio State Plane Coordinates System, South Zone, NAD83.

All iron pins set are 5/8" in diameter rebar by 30" in length with red identification caps marked "J&H, PS 8283".

Subject to all valid and existing easements, restrictions and conditions of record.

CERTIFICATION

To: TPA Acquisitions 1, LLC, First American Title Insurance Company, Talon Title Agency, LLC, its successors and assigns:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys," jointly established and adopted by ALTA and NSPS adopted on February 23, 2016. The field work was completed on 02/15/19

The survey correctly shows the zone designation of any area as shown as being within a Special Flood Hazard Area according to current Federal Emergency Management Agency Maps which make up a part of the National Flood Insurance Administration Report.

The Subject property has ingress and egress to and from Mink Street.

DATE OF SURVEY 00/00/19

DATE OF LAST REVISION

JEREMY L. VAN OSTRAN, PS 8283

9.a.e


HORIZONTAL SCALE
IN FEET
0 100 200

DRAWN	KTB	CHECKED	JLV	DATE	2/11/2019
DATE					
PLAN	ISSUE/REVISION				
NO.					

TPA & Associates, Inc.
Surveyors, 20 Years
First 1947, 1948, 1949
www.tpaline.com

HULL
Environment / Energy / Infrastructure

FARM VIEW LTD
ETNA TOWNSHIP, LICKING COUNTY, OHIO
ALTA/NSPS LAND TITLE SURVEY

JOB NUMBER:
TGP001

2 OF 2

Attachment: TPA - DC Agreement (execution version) (Amendment #2 113-15 JEDD 1)

Packet Pg. 83

EXHIBIT B.1
TO FORM OF COMMUNITY REINVESTMENT AREA AGREEMENT

[Form of Assumption Agreement – Initial Assignment Intra-Affiliated Group or to Third Party]

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is made and entered into by and between Licking County, Ohio, a political subdivision of the State of Ohio, through its Board of County Commissioners (the “County”); _____, a _____ (the “Company”) and _____, a _____ (the “Successor”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between TPA Group, LLC (“TPA”) and the County, made effective _____ (the “CRA Agreement,”) a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), the County, by Resolution No. 87-162A, adopted by the Board of County Commissioners of the County on October 16, 2016 (the “Resolution”), designated the area specified in the Resolution as the Etna Township #3 Community Reinvestment Area (the “CRA”) and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the Board of County Commissioners of the County, by Resolution No. _____, adopted _____, approved the terms of the CRA Agreement and authorized its execution by the County; and

WHEREAS, on _____, TPA and the County entered into the CRA Agreement, concerning the development of a master plan-based industrial park by construction of new buildings with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain _____ dated as of _____, 20__ (the “Transfer Instrument”), a copy of which is attached hereto as Exhibit B and incorporated herein, the Successor has succeeded on _____, 20__ (the “Transfer Date”) to the interest of the Company (or a successor to the Company) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the “Transferred Property”); the Transferred Property acquired by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement with respect to the Transferred Property, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement.

WHEREAS, this Agreement is being made in accordance with Section 17 of the CRA Agreement;

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution

Attachment: TPA - DC Agreement (execution version) (Amendment #2 113-15 JEDD 1)

hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (a) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of the representations, warranties and covenants made by the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 5 (“Provision of Information”), Section 9 (“Payment of Non-Exempt Taxes”), Section 12 (“Certification as to No Delinquent Taxes”), and Section 23 (“R.C. Section 9.66 Covenants”).

3. The County acknowledges through the Transfer Date, that the CRA Agreement is in full force and effect, and hereby waives any and all failures by the Company, TPA, any Occupant, or anyone else with regard to compliance with the obligations of the CRA Agreement and the Transferred Property through the Transfer Date.

3. The Successor further certifies that, as of the date it is executing this Agreement and as of the Transfer Date, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five years immediately prior to the date of this Agreement, (ii) nor is Successor a “successor” to, nor “related member” of, a party as described in the foregoing clause (i). As used in this paragraph, the terms “successor” and “related member” have the meaning as prescribed in R.C. Section 3735.671(E).

4. The County agrees that, from and after the Transfer Date, with respect to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as an “Owner” under the CRA Agreement, in the same manner and with like effect as if the Successor had been an original signatory to the CRA Agreement.

5. The parties acknowledge and agree that from and after the Transfer Date, to the extent provided by Section 17(B) of the CRA Agreement, the Company and TPA are released from any and all liability under the CRA Agreement with respect to the Transferred Property

6. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 22 thereof, addressed as follows:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____, 20__.

BOARD OF COUNTY COMMISSIONERS OF LICKING COUNTY, OHIO

Attachment: TPA - DC Agreement (execution version) (Amendment #2 113-15 JEDD 1)

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Licking County, Ohio Prosecutor

COMPANY

_____, a _____

By: _____

Print Name: _____

Title: _____

SUCCESSOR

_____, a _____

By: _____

Print Name: _____

Title: _____

EXHIBIT A
TO ASSUMPTION AGREEMENT

Copy of CRA Agreement

(attached hereto)

EXHIBIT B
TO ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property

(attached hereto)

Attachment: TPA - DC Agreement (execution version) (Amendment #2 113-15 JEDD 1)

EXHIBIT B.2
TO FORM OF COMMUNITY REINVESTMENT AREA AGREEMENT

[Form of Assumption Agreement – Third Party]

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is made and entered into by and between Licking County, Ohio, a political subdivision of the State of Ohio, through its Board of County Commissioners (the “County”); _____, a _____ (the “Company”) and _____, a _____ (the “Successor”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between TPA Group, LLC, an Ohio limited liability company (“TPA”), predecessor-in-interest to the Company, and the County, made effective _____ (the “CRA Agreement,”) a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), the County, by Resolution No. 87-162A, adopted by the Board of County Commissioners of the County on October 16, 2016 (the “Resolution”), designated the area specified in the Resolution as the Etna Township #1 Community Reinvestment Area (the “CRA”) and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the Board of County Commissioners of the County, by Resolution No. _____, adopted _____, approved the terms of the CRA Agreement and authorized its execution by the County; and

WHEREAS, on _____, TPA and the County entered into the CRA Agreement, concerning the development of a master plan-based industrial park by construction of new buildings with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain _____ dated as of _____, 20__, the Company succeeded on _____, 20__ to the interest of TPA in and to that certain portion of the Project Site hereinafter defined as the Transferred Property; and

WHEREAS, by virtue of that certain Partial Assignment and Assumption Agreement dated as of _____, 20__ (the “Initial Assignment”), a copy of which is attached hereto as Exhibit B and incorporated herein, the Company succeeded on the Transfer Date to the interest of TPA in and to the CRA Agreement with respect to the Transferred Property; and

WHEREAS, by virtue of that certain _____ dated as of _____, 20__ (the “Transfer Instrument”), a copy of which is attached hereto as Exhibit C and incorporated herein, the Successor has succeeded on _____, 20__ (the “Transfer Date”) to the interest of the Company (or a successor to the Company) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the “Transferred Property”); the Transferred Property acquired by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement with respect to

Attachment: TPA - DC Agreement (execution version) (Amendment #2 113-15 JEDD 1)

the Transferred Property, and, as agreed in the CRA Agreement, the County is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement; and

WHEREAS, this Agreement is being made in accordance with Section 17 of the CRA Agreement;

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (a) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of the representations, warranties and covenants made by the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 5 ("Provision of Information"), Section 9 ("Payment of Non-Exempt Taxes"), Section 12 ("Certification as to No Delinquent Taxes"), and Section 23 ("R.C. Section 9.66 Covenants").

2. The County acknowledges through the Transfer Date, that the CRA Agreement is in full force and effect, and hereby waives any and all failures by the Company, TPA, any Occupant, or anyone else with regard to compliance with the obligations of the CRA Agreement and the Transferred Property through the Transfer Date.

3. The Successor further certifies that, as of the date it is executing this Agreement and as of the Transfer Date, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(E).

4. The County agrees that, from and after the Transfer Date, with respect to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as an "Owner" under the CRA Agreement, in the same manner and with like effect as if the Successor had been an original signatory to the CRA Agreement.

5. The parties acknowledge and agree that from and after the Transfer Date, to the extent provided by Section 17(B) of the CRA Agreement, the Company and TPA are released from any and all liability under the CRA Agreement with respect to the Transferred Property.

6. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 22 thereof, addressed as follows:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____, 20__.

BOARD OF COUNTY COMMISSIONERS OF LICKING COUNTY, OHIO

By:_____

Print Name: _____

Title:_____

APPROVED AS TO FORM:

Licking County, Ohio Prosecutor

COMPANY

_____, a _____

By:_____

Print Name: _____

Title:_____

SUCCESSOR

_____, a _____

By:_____

Print Name: _____

Title:_____

EXHIBIT A
TO ASSUMPTION AGREEMENT

Copy of CRA Agreement

(attached hereto)

EXHIBIT B
TO ASSUMPTION AGREEMENT

Copy of the Initial Assignment

(attached hereto)

EXHIBIT C
TO ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property

(attached hereto)

Attachment: TPA - DC Agreement (execution version) (Amendment #2 113-15 JEDD 1)

*Execution Copy***Exhibit B to DC Agreement****Form of JEDD Contract****JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT (JEDD 1)****AMENDMENT NO. 2****BY AND BETWEEN****CITY OF REYNOLDSBURG****(FRANKLIN, LICKING AND FAIRFIELD COUNTIES), OHIO****AND****ETNA TOWNSHIP (LICKING COUNTY), OHIO****Dated as of****_____, 2019****Attachment: TPA - DC Agreement (execution version) (Amendment #2 113-15 JEDD 1)**

*Execution Copy***JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT, AMENDMENT NO. 2**

This Joint Economic Development District Contract, Amendment No. 2 (hereafter “Amended Contract No. 2”) entered into pursuant to Ohio Revised Code 715.72, et seq., dated as of _____, 2019, is entered into by and between the City of Reynoldsburg, Ohio (“City”), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, and Etna Township, Licking County, Ohio (“Township”) a township and political subdivision organized and existing under the laws of the State of Ohio, and, together with the City, the (“Contracting Parties”).

WITNESSETH:

WHEREAS, the Township and the City previously entered into a Joint Economic District Contract dated December 23, 2015, a copy of which is attached hereto as Exhibit “A” (hereafter “Original JEDD Contract”), and further entered into an Amended Joint Economic Development District Contract dated August 21, 2018, a copy of which is attached hereto as Exhibit “B” (hereafter, “Amended Contract No. 1”);

WHEREAS, the Township and the City now desire to amend said Original JEDD Contract to add to the territory of the District; and

WHEREAS, the territory to be added to the District is comprised of property consisting of approximately 1.963 acres depicted on Exhibit “C”, and more particularly described on Exhibit “D”, both of which Exhibits are attached to this Amended Contract No. 2 and incorporated herein by reference (hereafter the “Property”); and

WHEREAS, the parties intend to modify the JEDD revenue disbursements as set forth in Section 4.2 of said Original JEDD Contract. The Township and City agree that all other terms and conditions set forth in said Original JEDD Contract shall remain in full force and effect.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Amended Contract, the City and Township agree and bind themselves, their agents, employees and successors as follows:

Execution Copy

1. Pursuant to Section 2.4 of the Original JEDD Contract, the Contracting Parties hereby agree to add the Property set forth and described on Exhibits “C” and “D” attached hereto.
2. The Contracting Parties hereby agree to delete Section 4.2.2. of the Original JEDD Contract in its entirety and replace it with the following paragraph:

4.2.2. From the Net Revenue:

4.2.2.1. To the City of Reynoldsburg, an amount equal to twenty percent (20%) multiplied by the sum of the Net Revenue and the SWLSD Payment, if any;

4.2.2.2. To the Board Improvement Account, an amount equal to ten percent (10%) multiplied by the sum of the Net Revenue and the SWLSD Payment, if any;

4.2.2.3. To the Career and Technology Centers of Licking County (C-TEC), five percent (5%) for the same term as payment is made to the Southwest Licking School District (SWLSD) as set forth in Section 4.3 of the original JEDD Contract, then said five percent (5%) payment to C-TEC shall cease and terminate and such percentage shall revert to and be added to the sum payable to the Township in Section 4.2.2.6. hereof;

4.2.2.4. During the first thirty (30) years from the effective date of this Contract, fifteen percent (15%) to the Licking County Commissioners of the Net Revenue derived from the levy of the income tax provided for herein on the TPA Project Area only. Thereafter, upon expiration of thirty (30) years from the effective date of the JEDD Contract, then said payment to the Licking County Commissioners shall be ten percent (10%) of the Net Revenue.

4.2.2.5. Five percent (5%) to the Licking County Transportation Improvement District (TID) to be used to the fullest extent possible for transportation projects initiated by the Etna Township Board of Trustees, and which benefit the JEDD 4 Property and surrounding areas and Etna Township. Failure to so utilize such funding shall result in the termination or reduction thereof, and, in such event, such percentage

Execution Copy

shall revert to and be added to the sum payable to the Township in Section 4.2.2.6. hereof.

4.2.2.6. To Etna Township, an amount equal to the Net Revenue minus the sum of the amounts determined under Section 4.2.2.1, 4.2.2.2, 4.2.2.3, and Section 4.2.2.5. hereof.

3. The contracting parties hereby agree to insert the following sentence at the end of **Section 4.3. SWLSD Payment** of the original JEDD Contract, as follows:

“Upon completion and payment in full under this Section to the SWLSD, then said SWLSD Payment shall cease and terminate and shall revert to and be added to the sum payable to the Township in Section 4.2.2.6. hereof.”

4. All other terms and conditions contained within the Original JEDD Contract shall remain in full force and effect.
5. This Amended JEDD Contract shall become effective upon adoption of a Resolution approving the same by the Township and an Ordinance approving the same by the City, which such Resolution and Ordinance must be adopted within ninety (90) days of each other.

Execution Copy

**IN WITNESS THEREOF, ETNA TOWNSHIP AND THE CITY OF REYNOLDSBURG
HAVE CAUSED THIS AMENDED JEDD CONTRACT TO BE EXECUTED BY THEIR
DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE HEREINBEFORE
WRITTEN:**

ETNA TOWNSHIP BOARD OF TRUSTEES

By: John J. Carlisle, President

Date: _____

Resolution No. _____

APPROVED AS TO FORM:

John B. Albers II, Esq.

Attorney for Township

CITY OF REYNOLDSBURG

By: Bradley L. McCloud, Mayor

Date: _____

Ordinance No. _____

APPROVED AS TO FORM:

James E. Hood, Esq.

City Attorney

FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Etna Township, Licking County Ohio hereby certifies that the moneys required to meet the obligations of the Township during the calendar year 2019 under the foregoing Amended Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Walter Rogers

Etna Township Fiscal Officer

The undersigned Fiscal Officer of the City of Reynoldsburg, Franklin, Licking, Fairfield Counties, Ohio hereby certifies that the moneys required to meet the obligations of the City, during the calendar year 2019 under the foregoing Amended Joint Economic Development District Contract, being zero, have been appropriated lawfully for that purpose, and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

By: Stephen Cicak

Reynoldsburg City Auditor

Attachment: TPA - DC Agreement (execution version) (Amendment #2 113-15 JEDD 1)

Exhibit C to DC Agreement

Form of Amended TIF Resolution

IN THE MATTER OF AMENDING RESOLUTION NO. 15-12-19-03 TO ADD ADDITIONAL PROPERTY AND MAKING RELATED AUTHORIZATIONS

The Board of Trustees of Etna Township, Licking County, Ohio met in a regular meeting on _____, 2019 at 81 Liberty Street with the following members present:

John Carlisle, President Randy Foor, Vice-President Jeff Johnson, Trustee

Trustee John Carlisle moved the following:

WHEREAS, Ohio Revised Code (“R.C.”) Sections 5709.73, 5709.74 and 5709.75 (the “TIF Statutes”) provide that this Board of Township Trustees (this “Board”) may, under certain circumstances, declare Improvement to real property located within the unincorporated area of Etna Township (Licking County), Ohio (the “Township”) to be a public purpose, exempt a percentage of such Improvement from real property taxes, identify certain public infrastructure improvements that are a public purpose and, once made, will directly benefit that real property, provide for payments in lieu of taxes by the owners of the real property, and establish a township public improvement tax increment equivalent fund; and

WHEREAS, pursuant to the authority granted under the TIF Statutes, the Board of Trustees (the “Board”) of the Township passed Resolution No. 15-12-19-03 (the “Original TIF Resolution”) on December 19, 2015, which Original TIF Resolution included as Exhibit A descriptions of the property to be subject to the tax increment financing approved in the Original TIF Resolution (the “Property”); and

WHEREAS, in the Original TIF Resolution, the Board approved the execution of a Development and Compensation Agreement among Licking County (the “County”), the City of Reynoldsburg (the “City”), the Township and Prologis (the “DC Agreement”); and

WHEREAS, TPA Group, LLC (“TPA”) has proposed to develop a portion of the Property, along with a parcel of property that was not included as part of the Property in the Original TIF Resolution (the “Additional Property”); and

WHEREAS, with respect to the portion of the Property to be developed by TPA, which includes the Additional Property (collectively, the “TPA Property”), it will be necessary to execute a DC Agreement that is different from the one approved in the Original TIF Resolution; and

WHEREAS, this Board desires to amend the Original TIF Resolution through the passage of this Resolution to (i) add the Additional Property to the description of the Property contained in Exhibit A to the Original TIF Resolution; and (ii) approve the DC Agreement with TPA that is necessary for the development of the TPA Property; and

WHEREAS, the Township sent notice of this Board’s intent to approve this Resolution to the Board of Education of the Southwest Licking Local School District (the “School District”) and the Board Education of the Career and Technology Education Centers of Licking County (the “JVSD”), or such notice has been waived, in accordance with R.C. Sections 5709.73(D) and 5709.83; and

WHEREAS, pursuant to a resolution adopted on April 18, 2019, the Board of Education the School District approved the terms of this Resolution and waived the notice requirements of R.C. Sections 5709.73(D) and 5709.83; and

WHEREAS, pursuant to a resolution adopted on December 19, 2018, the Board of Education of the JVSD approved the terms of this Resolution and waived the notice requirements of R.C. Sections 5709.73(D) and 5709.83;

NOW, THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Etna Township (Licking County), Ohio, that:

Section 1. Exhibit A to the Original TIF Resolution is hereby deleted in its entirety and replaced with Exhibit A to this Resolution.

Section 2. Section 3 of the Original TIF Resolution is hereby deleted in its entirety and replaced with the following:

“Subject to the provisions of Section 7 hereof, one hundred percent (100%) of the increase in the assessed value of the Property after the effective date of this Resolution (which increase in assessed value is an “Improvement” as defined in R.C. Section 5709.73, but which Improvement shall not include the assessed value of any structures exempted under the CRA Agreement for the period and to the extent that the structures are exempted under the CRA Agreement) shall be a public purpose and shall be exempt from real property taxation commencing for each Parcel on the earlier of (a) the first tax year in which an Improvement due to the construction of a structure on the Parcel first appears on the tax list and duplicate of real and public utility property or (b) tax year 2025 and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the Township can no longer require service payments in lieu of taxes.”

Section 3. This Board hereby establishes, pursuant to and in accordance with the provisions of R.C. Section 5709.75, the TPA Account (the “Account”) of the Etna Township Public Improvement Tax Increment Equivalent Fund, into which shall be deposited all of the Service Payments distributed to the Township with respect to the Improvement to the TPA Property by or on behalf of the County Treasurer, as provided in R.C. Section 5709.75 and as described in Section 4 of the Original TIF Resolution, except for amounts paid directly to the School District and JVSD as provided in Section 6 of the Original TIF Resolution, and hereby appropriates all of the moneys deposited in the Account from time to time to pay any costs of the Public Infrastructure Improvements, including but not limited to the payment of debt service on notes or bonds.

The Account shall remain in existence so long as Service Payments are collected and used for the aforesaid purposes, subject to the limits set forth in Section 3 of the Original TIF Resolution (as amended by this Resolution), after which said Account shall be dissolved in accordance with R.C. Section 5709.75. Upon dissolution, any incidental surplus money remaining in the Account shall be disposed of as provided in R.C. Section 5709.75.

Section 4. The DC Agreement by and among the Township, the County, the City and TPA, substantially in the form attached hereto as Exhibit B and incorporated herein by this reference, is hereby approved, and the Board President or other designee of this Board is hereby authorized to execute and deliver the DC Agreement with such changes that are not inconsistent with this Resolution, are not substantially adverse to the Township and are approved by that representative, all of which shall be

evidenced conclusively by the execution of the DC Agreement by that representative.

Section 5. Except as otherwise provided in Sections 1 – 4 of this Resolution, the provisions of the Original TIF Resolution shall remain in place as stated in the Original TIF Resolution.

Section 6. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution, and that all deliberations of this Board and of any committees that resulted in those formal actions, were taken in meetings open to the public in compliance with the law.

Section 7. This Resolution shall be in full force and effect immediately upon its adoption.

The foregoing motion having been put to a vote, the result of the roll call was as follows:

_____	_____
_____	_____
_____	_____

The foregoing is a true and correct copy of a resolution adopted by the Board of Township Trustees of Etna Township (Licking County), Ohio, on _____, 2019.

Dated: _____, 2019

Walter Rodgers, Fiscal Officer
Etna Township (Licking County), Ohio

EXHIBIT A to Form of Amended TIF Resolution**PROPERTY**

The Property is the real estate situated in the County of Licking and State of Ohio consisting of the tax year 2018 parcel number(s) listed below (and including any subsequent combinations and/or subdivisions of the current parcel numbers), depicted on the map and described on the legal description attached hereto:

010-021090-00.000
010-017556-00.000
010-017298-01.000
010-017298-00.000
010-018636-00.000

Parcels 010-021090-00.000 and 010-01729-00.000 constitute the TPA Property.

Attachment: TPA - DC Agreement (execution version) (Amendment #2 113-15 JEDD 1)

EXHIBIT B to Form of Amended TIF Resolution

FORM OF DC AGREEMENT

(attached hereto)

Attachment: TPA - DC Agreement (execution version) (Amendment #2 113-15 JEDD 1)

Development Department

Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone

ORDINANCE REQUEST

DATE: **July 8, 2019**

TO: **City Council**

RE: **ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BUILDERSCAPE, INC. TO PERFORM PHASE 2 CONSTRUCTION SERVICES FOR THE LANCASTER AVENUE AND MAIN STREET PARKING LOT IMPROVEMENT PROJECT; APPROPRIATING FUNDS THEREFORE. AND DECLARING AN EMERGENCY**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Statement of necessity: So that construction can begin as soon as possible. Bid contracts are passed as a one read legislative item.

This legislation will authorize the Mayor to enter into contract with Builderscape, Inc. (7500 Industrial Pkwy, Plain City, OH 43064) for construction of the Lancaster Avenue and Main Street Parking Lot Improvement Project - Phase 2 and makes the following appropriations:

\$404,713 (Base Bid, including \$25,000 for contingency) From the unappropriated CIP Fund: (410) to 410.000.0162.5602 Land Improvements

Please see the attached memo for additional information.



ON-SITE PARKING OPTION:

- A Plant Bed
- B Asphalt Drive
- C Buffwash Concrete
- D Decorative Gravel
- E Permeable Pavers
- F Overlook
- G Brick Walk
- H Entry Signage
- I Overlook Structures with Seating
- J Informational Signage
- K Planter Pots
- L Natural Streambank Area
- M Natural Boulders
- N Creek Path
- O Bio-Swales

TOTAL:
39 PARKING SPOTS



0 25 50 100

SITE PLAN

LANCASTER + MAIN | REYNOLDSBURG, OHIO

PROPOSED DOWNTOWN PUBLIC PARKING LOT

07/26/2018



PROJECT MANUAL
for
City of Reynoldsburg, Ohio



Lancaster and Main Parking Lot – Phase 2

BRAD McCLOUD, MAYOR

MEMBERS OF COUNCIL

DOUG JOSEPH-PRESIDENT

CALEB SKINNER-WARD I

BRETT LUZADER-MEMBER WARD II

MARSHALL SPALDING-MEMBER WARD III

MEL CLEMENS-MEMBER WARD IV

BARTH COTNER-MEMBER AT LARGE

KRISTIN BRYANT-MEMBER AT LARGE

STACIE BAKER-MEMBER AT LARGE



OHM Advisors
580 North Fourth Street, Suite 610
Columbus, Ohio 43215

May 27, 2019

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City of Reynoldsburg
Lancaster and Main Parking Lot - Phase 2

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LEGAL NOTICE (ADVERTISEMENT)

Sealed bids will be received by the City of Reynoldsburg, Ohio ("Owner") until 2:00 pm, local time, on Date, June 17, 2019 at the Reynoldsburg Municipal Building, 7232 East Main Street, Reynoldsburg, OH 43068, for all labor, material, and services necessary for the **Lancaster and Main Parking Lot – Phase 2** as more fully described in the Contract Documents. 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 responsible bid(s). All questions about the project shall be directed, in writing to Justin Meranda, with OHM Advisors, via email at Justin.Meranda@ohm-advisors.com.

Contract Documents may be obtained from Key Blue Prints, Inc., 195 E. Livingston Ave., Columbus, Ohio 43215, beginning Tuesday, May 28, 2019, by providing a non-refundable \$75.00 deposit/set, payable to Key Blue Prints, Inc. (All Shipping Costs Paid by Bidder). A digital copy may be downloaded from the Planroom at: <https://www.ipdservices.com/clients/key/index.html?KeyBluePrints&Show=Planroom>. The bidder shall be responsible to check for Addenda and obtain same from the website.

All bids must be accompanied by a Bid Guaranty in the form of either a Bid Guaranty and Contract Bond for the full amount of the bid (including all add alternates) or a certified check, cashier's check, or an irrevocable letter of credit in an amount equal to 10% of the bid (including all add alternates), as described in the Instructions to Bidders. This is a prevailing wage project.

No Bidder may withdraw its bid within sixty (60) 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.

The completion of work of Base Bid shall be completed by December 15, 2019.

Advertising Dates: June 3, 2019
 June 10, 2019

INSTRUCTIONS TO BIDDERS

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A. BIDDER'S PLEDGE AND AGREEMENT

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

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

1. Each Bidder shall have a competent person carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors, or omissions in the Contract Documents for which it has not notified the Design Professional in writing at least seven (7) 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 Change Order, 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.

C. OWNER & DESIGN PROFESSIONAL

1. The Owner is:

City of Reynoldsburg
Telephone: 614-322-6800
Fax: 614-322-6814

2. The "Design Professional" & "Engineer" is:

OHM Advisors
Justin Meranda, P.L.A.
Telephone: 614-474-1131
Fax: 614-418-0614

D. PROJECT

1. The Project consists of all labor, materials, equipment, and services necessary for **Lancaster and Main Parking Lot – Phase 2** (the "Project"), all in accordance with the Drawings and Specifications prepared by the Design Professional.

E. WORK

1. The work for which bids are being accepted for the Base Bid consists of over 1,600 square feet of clay brick pavers, 3,300 square feet of decorative gravel, over 1,100 square feet of buffwash concrete walks, 200 linear feet of concrete curb, a new community sign, four creek overlook structures with seating, and new landscaping.

F. ESTIMATE OF COST

1. The total estimated construction cost for the Base Bid work for the Project for which bids are being solicited is approximately \$385,000.00.

G. CONTRACT DOCUMENTS

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

Contract Documents may be obtained from Key Blue Prints, Inc., 195 E. Livingston Ave., Columbus, Ohio 43215, beginning Tuesday, May 28, 2019, by providing a non-refundable \$75.00 deposit/set, payable to Key Blue Prints, Inc. (All Shipping Costs Paid by Bidder). Costs for partial sets and individual sheets for subcontractors, material suppliers, and other interested parties, etc... are the responsibility of the bidder.

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.

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 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 both numbers and words are requested for any bid item, the amount in words shall prevail if there is an inconsistency between the numbers and words written.
3. Bidders shall note receipt of all Addenda on the Bid Form. 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.
4. Each Bidder shall submit the following number of copies of its bid to the Owner: one (1). The Bid Form shall be signed with the name typed or printed below the signature. A Bid shall not be submitted by facsimile transmission. 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 "Contract Documents and Specifications for the **Lancaster and Main Parking Lot – Phase 2**" IN THEIR ENTIRETY shall be enclosed and delivered in a sealed opaque envelope with the Bidder's name and the title of the Project printed in the upper left hand corner and addressed as follows: Department of Public Service, 7232 East Main Street, Reynoldsburg, Ohio 43068. The Bidder shall be responsible for delivering its Bid to this office and address for the bid opening before 2:00 pm. (local time) on June 17, 2019.
If the Bidder is using a third party, e.g., Federal Express, to deliver its bid, the Bidder must comply with this provision by including on the outside packing envelope the foregoing information (i.e., the Bidder's name, the title of the Project, and the following phrase: "this package contains a bid – deliver immediately"). This information shall be printed in the upper left hand corner of the envelope.
6. The completed Bid Form shall be accompanied by the following documents:
 - a. Bid Guaranty (see Paragraph H.8 below).
7. 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 6 above) have been included in a sealed opaque envelope addressed as described 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. Make sure that the amount of the Bid Guaranty (if the Bid Guaranty is in the form of a certified check, letter of credit, or cashier's check) is for a specific sum in an amount as instructed in Item 8.a below. If the Bid Guaranty is in the form of the Bid Guaranty and Contract Bond, 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.

8. Bonds and Guarantees

- a. Bid Guaranty: Bidder shall furnish a Bid Guaranty, as prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the bid in the form of the Bid Guaranty and Contract Bond included in the Contract Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in a form satisfactory to the Owner in an amount equal to 10% of the bid. The Bid amount shall be the total of all sums bid, including all add alternates with no deduction for any deduct alternates.
NOTE: AIA Bid Bond forms are not acceptable
- b. Contract Bond: The successful Bidder, who, as a Bid Guaranty, submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid (including all alternates), shall furnish a Contract Bond using the Contract Bond form included in the Contract Documents in an amount equal to 100% of the Contract Sum. **NOTE: AIA Bond forms are not acceptable.**
- c. The bond must be issued by a surety company ("Surety") authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a Surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the Surety currently has an A.M. Best Company Policyholders Rating of "A-" better and has or exceeds the Best Financial Size Category of Class VI. Other Sureties may be acceptable to the Owner, in its sole discretion.
- d. All bonds shall be signed by an authorized agent of an acceptable Surety and by the Bidder.
- e. Surety bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety to do business in the State of Ohio, and a financial statement of the Surety.
- f. The Bid Guaranty, as applicable, shall be in the name of or payable to the order of the Owner.

- g. The name, address, and telephone and fax numbers of the Surety and the Surety's Agent should be typed or printed on each bond.

I. METHOD OF AWARD

1. All bids shall remain open for acceptance for sixty (60) 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.
 - 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 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 adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time.
 - g. 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.
 - h. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
 - i. 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.
 - j. The Owner's prior experience with the Bidder's surety.
 - k. The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for bidders.
 - l. Depending upon the type of the work, other essential factors, as the Owner may determine and as are included in the Specifications.
4. Within three (3) business days after the Owner's identification of the apparent low bidder, if requested, the apparent low 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 on its behalf challenges such determination in any legal proceeding, the Bidder will indemnify and hold the Owner and its employees and agents harmless from any claims included 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. ~~Declaration of Material Assistance. Each successful bidder shall complete the Declaration of Material Assistance/Nonassistance to a Terrorist Organization form ("Declaration Form") issued by the Ohio Department of Public Safety, Division of Homeland Security. A copy of the Declaration Form is included with the Contract Documents.~~
10. No Bidder may withdraw its bid within sixty (60) 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.
11. 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.
12. Award of Contract. The award of the Contract, when required, will only be made pursuant to a duly adopted legislation of the Owner.

J. EXECUTION OF CONTRACT

1. Within the time designated by the Design Professional 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 successful Bidder shall have no property interest or rights under the Owner-Contractor Agreement until the Agreement is executed by the Owner.

K. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

1. Certain brands of material or apparatus are 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) working days before the bid date and hour. To facilitate the submission of requests, a Substitution Form is included in the Bid Documents. The Bidder shall include 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

1. Where unit prices are requested in the Bid Form for a Prime Contract on which the Bidder submits a bid, the Bidder shall 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.

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. The Design Professional will issue the Addenda 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. All Addenda will be issued, except as hereafter provided, and mailed or otherwise furnished to persons who have obtained Contract Documents for the Project, 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.
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's representative. 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 mailed or delivered to each Bidder receiving a set of Contract Documents and each plan room where the Contract Documents are maintained. 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 following date or within the Contract Time, as applicable to the Bidder's scope of work:

Contract	Date for Substantial Completion or Contract Time
Base Bid	December 15, 2019

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) 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) 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) 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. 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 60 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.

END OF INSTRUCTIONS TO BIDDERS

BID FORM

1.01 BID SUBMITTED BY: BUILDERSCAPE, INC.
(Contractor)

Date bid submitted: JUNE 17, 2019

1.02 DELIVER TO:

City of Reynoldsburg
7232 East Main Street
Reynoldsburg, OH 43068
Attention: Director of Public Service

1.03 Having carefully reviewed the Instructions to Bidders, Drawings, Specifications and other Contract Documents for the Project entitled **Lancaster and Main Parking Lot – Phase 2**, including having also received, read, and taken into account the following Addenda:

Addendum No.

1
2

Dated

JUNE 3, 2019
JUNE 5, 2019

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.

1.04 Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Notice to Bidders, Instructions to 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, 2002) (as modified), Drawings, Project Specifications, and other Contract Documents. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.

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

1.06 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.

2.01 BID:

Include the cost of all labor and material for the contracts listed below. Bidder is to fill in all blanks related to the Bid Package for which a bid is being submitted. If no bid is submitted for an item, leave the item blank or insert "NO BID" in the blank. For alternate items, indicate whether the amount stated is in addition to or a deletion from the base bid amount (if there is no indication whether the amount for an alternate is an addition or a deletion, the amount shall be a deduction). **If there is difference between the total bid amount and the total of the individual amounts for labor and materials stated under a bid package, 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 package.**

BASE BID PACKAGE ALL LABOR AND MATERIALS for the sum of

\$ 404,713 —

Four Hundred Four Thousand Seven Hundred Thirteen AND 00/100

(Bid amount stated in words)

3.01 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.

4.01 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 Claim procedures in the Modified General Conditions are material terms of the Contract Documents, b) if it has a Claim, it will have its personnel provide complete and accurate information to complete and submit the Statement of Claim form on a timely basis, c) the proper completion and timely submission of a 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 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 and any Additional Bid 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 or Additional Bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Additional Bid 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 or Additional Bid; (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 the 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: BUILDERSCAPE, INC.

BIDDER IS (check one): ☐ sole proprietor ☐ partnership ☒ corporation ☐ other legal entity

NAME & TITLE OF PERSON LEGALLY AUTHORIZED TO BIND BIDDER TO A CONTRACT:

RONALD E. MATTHEWS CEO
 Name Title

DATE SIGNED: 6/17/19 SIGNATURE: Ronald E. Matthews

ADDRESS: 7500 INDUSTRIAL PARKWAY
PLAIN CITY, OH 43064

TELEPHONE: 614-889-2533

FAX: 614-873-3633

FEDERAL TAX I.D. # 20-053-7419

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	Address
_____	_____
_____	_____
Name	Address
_____	_____
_____	_____
Name	Address

END OF SECTION

BID GUARANTY AND CONTRACT BOND

(O.R.C. § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Builderscape, Inc.

_____ ("Contractor") as principal and Philadelphia Indemnity

Insurance Company as surety are hereby held and firmly bound unto the City of Reynoldsburg, as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on June 17th, 2019, to undertake the construction of various pavement improvements throughout the City of Reynoldsburg related to the **Lancaster and Main Parking Lot – Phase 2** ("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 Base Bid including Additional Bids, 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 17th day of June, 2019

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has submitted a bid for work on the Project.

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 project 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 17th day of June, 2019.

Builderscape, Inc.

PRINCIPAL

By: _____

Printed Name & Title: Chris Matthews, Pres.

Philadelphia Indemnity Insurance Company

SURETY

By: _____

Printed Name & Title: Abbie L. Doll
Attorney-in-Fact

Surety's Address: One Bala Plaza, Ste. 100
Bala Cynwyd, PA 19004-0950

Surety's Telephone Number: (610) 617-7900
Surety's Fax Number: (610) 617-7940

Haughn & Associates, Inc.

SURETY'S AGENT

Surety's Agent's Address: 6050 Tain Dr.
Dublin, OH 43017

Surety's Agent's Telephone Number: (614) 789-6800
Surety's Agent's Fax Number: (614) 789-6822

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Abbie L. Doll, Barry C. Fonarow, Brian F. Haughn, Chad M. Dougherty, Steven Gloeckner, Amber Sheffield, Brittany Wilson and Rachel Stone of Haughn & Associates, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

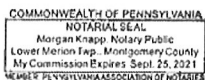
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of June, 20 19.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

PHILADELPHIA INDEMNITY INSURANCE COMPANY
Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus
(in thousands, except par value and share amounts)

Admitted Assets

	As of December 31,	
	2018	2017
Bonds (fair value \$7,036,118 and \$6,911,411)	\$ 7,018,246	\$ 6,708,174
Preferred stocks (fair value \$46,324 and \$50,134)	46,213	48,537
Common stocks (cost \$14,897 and \$31,965)	14,853	33,817
Mortgage loans	473,067	400,590
Real estate	1,514	3,294
Other invested assets (cost \$211,099 and \$234,382)	219,251	240,475
Derivatives	157	-
Receivables for securities sold	1,109	399
Cash, cash equivalents and short-term investments	65,668	140,468
Cash and invested assets	7,840,078	7,575,754
Premiums receivable, agents' balances and other receivables	968,504	831,770
Reinsurance recoverable on paid losses	34,694	33,955
Accrued investment income	82,576	86,998
Receivable from affiliates	5,480	6,611
Federal income taxes receivable	-	4,869
Net deferred tax asset	121,266	113,125
Other assets	5,586	89
Total admitted assets	\$ 9,058,184	\$ 8,653,171

Liabilities and Capital and Surplus

Liabilities:

Net unpaid losses and loss adjustment expenses	\$ 4,581,608	\$ 4,263,696
Net unearned premiums	1,616,043	1,533,201
Reinsurance payable on paid loss and loss adjustment expenses	30,374	23,933
Ceded reinsurance premiums payable	89,591	80,592
Commissions payable, contingent commissions and other similar charges	234,551	225,361
Federal income taxes payable	3,141	-
Funds held	61,944	83,909
Accrued expenses and other liabilities	37,562	33,890
Payable to affiliates	13,148	10,761
Provision for reinsurance	-	1
Payable for purchased securities	20,741	81,458
Total liabilities	\$ 6,688,703	\$ 6,336,802

Capital:

Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
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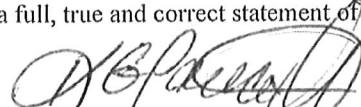
Surplus:

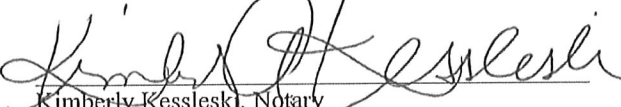
Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	1,978,910	1,925,798
Total surplus	2,364,981	2,311,869
Total capital and surplus	2,369,481	2,316,369
Total liabilities and capital and surplus	\$ 9,058,184	\$ 8,653,171

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest: **COMMONWEALTH OF PENNSYLVANIA**
NOTARIAL SEAL
Kimberly A. Kessleski, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Dec. 18, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Sworn to before me this 21st day of May 2019.


Karen Gilmer-Pauciello, EVP & CFO


Kimberly Kessleski, Notary

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

Jillian Froment - Director

Certificate of Compliance



Issued 03/13/2019

Effective 04/02/2019

Expires 04/01/2020

I, Jillian Froment, 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

PHILADELPHIA INDEMNITY INSURANCE COMPANY

of Pennsylvania 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)

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2018 that it has admitted assets in the amount of \$9,058,183,989, liabilities in the amount of \$6,688,702,570, and surplus of at least \$2,369,481,419.

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

Jillian Froment

Jillian Froment, Director



NOTE: The Contract Bond form that follows is to be used ONLY by a bidder that is awarded a contract and submits a form of bid guaranty other than the combined Bid Guaranty and Contract Bond with its bid. If a bidder submits a combined Bid Guaranty and Contract Bond, then the bid guaranty becomes the contract bond when the contract is awarded.

AIA Bid Bond or Payment and Performance Bond forms are not acceptable for this Project.

CONTRACT BOND

(O.R.C. § 153.57)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ ("Contractor"), as principal, and _____, as surety, are hereby held and firmly bound unto the City of Reynoldsburg ("Owner") as obligee, in the penal sum of Dollars (\$ _____), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named principal did on the _____ day of _____, 20____, enter into a contract with the Owner for _____ related to **Lancaster and Main Parking Lot – Phase 2** which said contract is made a part of this bond the same as though set forth herein:

Now, if the said Contractor shall well and faithfully do and perform the things agreed by the Contractor 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; 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 _____ day of _____, 20____.

(PRINCIPAL)

By: _____
 Printed Name & Title: _____

(SURETY)

By: _____
 Printed Name & Title: _____

Surety's Address: _____

Surety's Telephone Number: _____
 Surety's Fax Number: _____

NAME OF SURETY'S AGENT

Surety's Agent's Address: _____

Surety's Agent's Telephone Number: _____
 Surety's Agent's Fax Number: _____

CONTRACTOR'S QUALIFICATION STATEMENT

SUBMITTED TO: City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture
- ☐ Other

NAME OF PROJECT:

1. ORGANIZATION

- 1.1 How many years has your organization been in business as a Contractor?
- 1.2 How many years has your organization been in business under its present business name?
 - 1.2.1 Under what other or former names has your organization operated?
- 1.3 If your organization is a corporation, answer the following:
 - 1.3.1 Date of incorporation:
 - 1.3.2 State of incorporation:
 - 1.3.3 President's name:
 - 1.3.4 Vice President's name(s):
 - 1.3.5 Secretary's name:
 - 1.3.6 Treasurer's name:
- 1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

1.4.2 Type of partnership (if applicable):

1.4.3 Name(s) of general partner(s):

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization:

1.5.2 Name of owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

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

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

3.2 Claims and Lawsuits (If the answer to any of the questions below is yes, please attach details.)

3.2.1 Has your organization ever failed to complete any work?

3.2.2 Within the last five (5) years has your organization or any of its officers initiated any Claims, had any Claims initiated against it or them, or been involved in or is currently involved in any mediation or arbitration proceedings or lawsuits suits related to any construction project, or has any judgments or awards outstanding against it or them? If the answer is yes, please attach the 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.

Note: As used in this document "Claim" means a Claim initiated under the Contract Documents for a project.

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If the answer is yes, please attach 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.

- 3.4 On a separate sheet, list construction projects your organization has in progress with an original Contract Sum of more than \$100,000.00, giving the name of project, owner and its telephone number, design professional and its telephone number, contract amount, percent complete and scheduled completion date.

3.4.1 State total amount of work in progress and under contract:

- 3.5 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 Project, including add alternates. If there are more than ten (10) of these contracts only provide information on the most recent ten (10) contracts, including current contracts.

Project And Work	Contract Sum	Owner's Representative & Telephone Number	Engineer's Or Architect's Representative Name & Telephone Number

Project And Work	Contract Sum	Owner's Representative & Telephone Number	Engineer's Or Architect's Representative Name & Telephone Number

- 3.5.1 Provide the following information for each project 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 project. If there are more than five (5) of these projects, only provide information on the most recent five (5) projects, including current projects.

Project And Work	Contract Sum	Owner's Representative & Telephone Number	Engineer's Or Architect's Representative Name & Telephone Number

3.5.2 State average annual amount of construction work your organization has performed during the last five years.

3.5.3 If any of the following members of your organization's management--president, chairman of the board, or any director--operates or has operated another construction company during the last five (5) years, identify the member of management and the name of the construction company.

3.5.4 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."

3.5.5. 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 none, state "not applicable."

3.6 On a separate sheet, list the construction education, training and construction experience for each person who will fill a management role on the Project, including without limitation the Project Executive, Project Engineer, Project Manager, and Project Superintendent. For each person listed, include with the other information the last three projects on which the person worked and the name and telephone number of the Design Professional and the Owner.

4. REFERENCES

4.1 Trade References:

4.2 Bank References:

4.3 Surety:

4.3.1 Name of bonding company:

4.3.2 Name and address of agent:

5. FINANCING

5.1 Financial Statement

5.1.1 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).

- 5.1.2 Name and address of firm preparing attached financial statement, and date thereof.
- 5.1.3 Is the attached financial statement for the identical organization named on page one?
- 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).
- 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

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.

SIGNATURE

Dated at this ____ day of _____, 20__.

Name of Organization: _____

By: _____

Signature: _____

Title: _____

_____, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this ____ day of _____ 20__.

CITY OF REYNOLDSBURG – CONTRACTOR'S QUALIFICATION STATEMENT

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CQS-6

Notary Public

My Commission Expires: _____

SEAL

(O.R.C. § 5719.042)

_____, Affiant, being first duly sworn, deposes and says:

- County

_____ County(ies)

_____ County

_____ County

_____ County

\$

\$

\$

\$

(Affiant)

(Notary Public)

_____, 20____

OWNER-CONTRACTOR AGREEMENT

OWNER: CITY OF REYNOLDSBURG
ADDRESS: 7232 EAST MAIN STREET
TELEPHONE: 614-322-6840
FAX: 614-322-6814

CONTRACT:
ADDITIONAL BID:
CONTRACTOR:
ADDRESS:
TELEPHONE:
FAX:
CONTACT:
DATE:

PROJECT: Lancaster and Main Parking Lot – Phase 2

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:
 - A. Legal Notice;
 - B. Instructions to Bidders;
 - C. Bid Form;
 - D. Owner-Contractor Agreement;
 - E. General Conditions of the Contract for Construction (EJCDC C-700, 2002 edition), as modified;
 - F. Drawings. All modifications presented in the general notes on the drawings shall take precedence over the standard various ODOT or City of Columbus Items;
 - G. Specifications;
 - H. Addenda issued;
 - I. Contractor's Personal Property Tax Affidavit (O.R.C. 5719.042);
 - J. Statement of Claim Form; and
 - K. 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
 - L. X 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, dated January 1, 2017, will be a Contract Document, but only for Divisions 200 through 700. Where Division 100 items are referred to within an ODOT specification, they shall be per the State of Ohio Department of Transportation, Construction and Material Specifications, dated January 1, 2005, but only as modified by the document titled *ODOT Manual Supplement*, prepared by Owner. Modifications as listed in the *ODOT Manual Supplement* for items in Divisions 200 through 700 shall also apply. It shall be the responsibility of the Contractor to independently obtain all ODOT specifications listed.
 - M. 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 2012 Edition, will be a Contract Document, but only for Items in Sections 200-1000, SS specifications, or Special Items. Where Section 100 items are referred to within a Columbus specification, they shall be per the City of Columbus Construction

and Material Specifications 2002 Edition, but only as modified by the document titled *City of Columbus Construction and Material Specifications Supplement*. It shall be the responsibility of the Contractor to independently obtain all ODOT specifications listed.

Note: 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. These are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and tests. (None, if none are listed).

1. None

Note: Non-Contract Documents. The following are those reports and drawings related to any Hazardous Conditions at the Site, if any. These are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and drawings. (None if none are listed).

1. None

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 Owner is:
 City of Reynoldsburg
 Telephone: 614-322-6800
 Fax: 614-322-6814

2.2 The "Design Professional" & "Engineer" is:
 OHM Advisors
 Justin Meranda, P.L.A.
 Telephone: 614-474-1131
 Fax: 614-418-0614

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 the 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 100 calendar days from Notice to Proceed for Base Bid. The Date for Substantial Completion is the foregoing date. 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 will not be able to perform Work on the Project on the following dates (there are no shutdown dates if none listed):

- None

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 shall be developed by the Coordinating Contractor as provided in the Contract Documents.

3.4 COORDINATING CONTRACTOR. 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 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

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$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

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$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.

4. CONTRACT SUM (also called Contract Price). The 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 \$ _____. 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 following:

Base Bid Amount: \$ _____

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 financial institution selected by the Owner for deposit of retained funds is acceptable to the Contractor and will sign any documents requested related to said account.

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. 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. 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 Common Pleas Court of 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.

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.

7.8 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.

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: City of Reynoldsburg

Contractor:

By: _____

By: _____

Name: Brad McCloud

Name:

Title: Mayor

Title:

Date:

Date:

CITY OF REYNOLDSBURG



THE FOREGOING CONTRACT DOCUMENTS ARE ACCEPTED AS TO FORM:

James E. Hood, City Attorney

Date

PROJECT: **Lancaster and Main Parking Lot – Phase 2**

CERTIFICATE
(Section 5705.41, R.C.)

The undersigned, fiscal officer of the Owner, certifies that the moneys required to pay that part of the Contract Sum coming due during the current fiscal year, under the Agreement to which this Certificate is attached have been lawfully appropriated for such purpose and are in the appropriate account of the Owner, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances. Moneys due in excess of the Contract Sum shall require an additional and separate Fiscal Officer's Certificate.

DATED: _____

Fiscal Officer

_____, 2019

Sent by Regular US Mail

Surety:

Surety Agent:

Re: Notice of Award of Contract

To Whom It May Concern:

You are notified that your principal, (Contractor) has been awarded a contract for the **Lancaster and Main Parking Lot – Phase 2** in the amount of \$_____ by the City of Reynoldsburg.

Thank you,

By _____
Name/Title: Brad McCloud, Mayor

Date: _____, 2019

Contractor:

Re: Notice to Proceed

Dear ,

You are notified to proceed with your Work on the **Lancaster and Main Parking Lot – Phase 2** per Ordinance number _____.

Thank you,

City of Reynoldsburg

By _____

Name/Title: Brad McCloud, Mayor

NTP-1

INSTRUCTIONS FOR COMPLETION AND MAINTENANCE OF THE NOTICE OF COMMENCEMENT FOR THE CONSTRUCTION PROJECT

This is a protected document with tab stops in which you will insert project specific information. Complete the form once contracts are awarded for a construction project. The original Notice of Commencement should be kept in your file. Most of the contractor, surety, and surety agent information will be included on the Bid Form and Bid Guaranty documents.

Do not include this form in the Project Manual.

Here are some reminders relating to the Notice of Commencement ("NOC"):

1. Every owner is required to prepare a NOC for a construction project, no matter the size.
2. The Fiscal Officer or other person in charge of a project generally signs the NOC. The signature must be notarized.
3. On public projects, the NOC is **not** required to be recorded with the County Recorder's Office. You may receive requests for a copy of the recorded NOC, but this is simply a request from contractors and subcontractors who are using a service and/or forms that do not distinguish between public and private project requirements. Remember that a mechanic's lien or claim on a public construction project is not a lien against the real property on which the project is located; it is a claim against the balance of the prime contractor's contract.
4. The NOC does not have to be served on anyone. However, you must provide a copy to anyone who requests it. Keep a record of requests and responses. We recommend sending a copy of the complete NOC to each contractor with the signed construction contract. Each prime contractor has a similar obligation to provide a copy of the NOC if requested to any of its subcontractors and material suppliers. Coordinate with the Design Professional to respond to requests for the NOC. The request may also include a request for a copy of the Contractor's bond.
5. There is no timeline defined in the Revised Code for providing the requested NOC. However, providing a copy within 10 days is reasonable (and matches the time defined for private construction projects).
6. The NOC is **not** required to be posted at the project.
7. A Notice of Furnishing ("NOF") may be sent to you by subcontractors and material suppliers to a prime contractor. Keep these with the NOC or the individual contractor's contract. The NOF can be important if an affidavit of claim or mechanic's lien is alleged later. Read the NOF to see if the company sending it is also requesting a copy of the NOC and/or a copy of the prime contractor's bond. It is easy to overlook, and we have found that requests often include a request for one of these items. Subcontractors and material suppliers with a contract directly with the prime contractor are not required to furnish a NOF; however, you may receive them from direct subcontractors and material suppliers. Subcontractors and material suppliers with contracts with a subcontract to the prime contractor are required to serve a NOF on the prime contractor to let the contractor know that they are involved with the project. The Owner is often copied on these transmittals.
8. If you receive an Affidavit of Claim or a Mechanic's Lien Affidavit, a copy must be sent to the prime contractor within 5 days of receipt. The prime contractor is being notified of the alleged claim and given 20 days to dispute the claim/lien. By statute this must be done, even if the prime contractor is also copied on the initial notice to you.
9. If you receive an Affidavit of Claim, you are required to set aside the amount of the claim from funds currently due the contractor and place it in an escrow account (or interest-bearing savings account) until resolution of the dispute. If the funds are not placed in an escrow account, you may have to pay a higher rate of interest. We can assist you in determining the appropriate amount to set aside and the timing for deposit of the funds into the separate account. For example, if the claim is for \$100,000 and the balance to be paid on the contract is only \$50,000, you are only obligated to withhold the \$50,000 remaining to be paid on the contract.
10. If contracts are awarded for future phases of the same project, you can deal with this by either simply adding the required information for each contractor to the list attached to the Notice or prepare a new Notice of Commencement.

**NOTICE OF COMMENCEMENT
FOR PUBLIC IMPROVEMENT**
(Ohio Revised Code § 1311.252)

State of Ohio,
County of; ss:

Bill Sampson, the Director of Public Service for City of Reynoldsburg being first duly sworn, gives the following information with respect to the public improvement described herein:

1. The name of the public improvement is the **Lancaster and Main Parking Lot – Phase 2.**
2. The Project is located in the City of Reynoldsburg.
3. The name and address of the public authority are: 7232 East Main Street,
Reynoldsburg, OH 43068
4. The name and address of the principal contractor(s) working on the Project, its trade,
and the name and address of its surety are as follows:

Contractor:

Address:

Contact:

Surety:

Surety Address:

Surety Agent:

Surety Agent Address:

Surety Agent Contact:

Trade:

Date Contract Entered:

Tel:

Tel:

Fax:

Tel:

Fax:

If additional contracts are awarded for the Project, this Notice of Commencement will be updated to reflect any such additional principal contractors.

5. The following representative of the public authority should be served with a lien affidavit:

Director of Public Service
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, OH 43068

with a copy to:

Bricker & Eckler LLP
Attn: Construction Department
100 S. Third Street
Columbus, Ohio 43215

The foregoing is true and accurate to the best of my knowledge and the information available to me.

[signature]

[printed name]

Subscribed and sworn to before me a notary public this ____ day of _____, 20__, by
_____, the _____ for _____.

My Commission Expires:

Notary Public

NOTICE OF COMMENCEMENT

(Ohio Revised Code § 1311.252)

ADDITIONAL CONTRACTORS for **Lancaster and Main Parking Lot – Phase 2.**

Contractor:

Address:

Contact:

Surety:

Surety Address:

Surety Agent:

Surety Agent Address:

Surety Agent Contact:

Trade:

Date Contract Entered:

Tel:

Fax:

Tel:

Fax:

Contractor:

Address:

Contact:

Surety:

Surety Address:

Surety Agent:

Surety Agent Address:

Surety Agent Contact:

Trade:

Date Contract Entered:

Tel:

Fax:

Tel:

Fax:

Contractor:

Address:

Contact:

Surety:

Surety Address:

Surety Agent:

Surety Agent Address:

Surety Agent Contact:

Trade:

Date Contract Entered:

Tel:

Fax:

Tel:

Fax:

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 fax numbers of Contractor's representative to contact regarding the Payment Application and required documentation:
 Name: _____ Title: _____
 Office Telephone No.: (____) _____ FAX No.: (____) _____
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 Five (5) 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 Waiver 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

DESIGN PROFESSIONAL'S 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: **Lancaster and Main Parking Lot – Phase 2** 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.

Typed or Printed Name of Subcontractor or Supplier	Address of Subcontractor or Supplier	Telephone Number of Subcontractor or Supplier

CITY OF REYNOLDSBURG – CONTRACTOR'S AFFIDAVIT WITH LIST OF SUBCONTRACTORS AND SUPPLIERS WITH ANY AMOUNTS WITHHELD

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PCD-1

WITHHOLDINGS FROM SUBCONTRACTORS AND/OR SUPPLIERS:

Typed or Printed Name of Subcontractor or Supplier	Amount Withheld	Reason for Withholding

CONTRACTOR:

 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: _____

CITY OF REYNOLDSBURG – CONTRACTOR’S AFFIDAVIT WITH LIST OF SUBCONTRACTORS AND
 SUPPLIERS WITH ANY AMOUNTS WITHHELD

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CONTRACTOR'S WAIVER & RELEASE AGREEMENT ("AGREEMENT")

Project: **Lancaster and Main Parking Lot – Phase 2**

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 waiver 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	State of: _____ County of _____
_____ Authorized Signature (Company Officer)	Subscribed and sworn to before me this _____ day of _____
_____ Title	Notary Public: _____
_____ Date	My Commission Expires: _____

SUBCONTRACTOR'S – SUPPLIER'S WAIVER & RELEASE AGREEMENT ("AGREEMENT")

Project: **Lancaster and Main Parking Lot – Phase 2**

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 waiver 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

State of: _____ County of _____

Authorized Signature (Company Officer)

Subscribed and sworn to before me this _____

day of _____

Title

Notary Public: _____

Date

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) FAX No. _____
 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.

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: **Lancaster and Main Parking Lot – Phase 2**

Owner: City of Reynoldsburg

CONTRACTOR: _____

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:

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 Finally 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

"Finally Resolved" means that the Design Professional has made a decision (or declined to make a decision) on the Claim under the General Conditions and that any litigation regarding the Claim has been concluded.

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 _____ calendar 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: _____

ODOT MANUAL SUPPLEMENT

This Supplement shall apply where and to the extent that the State of Ohio Department of Transportation Construction and Material Specifications, dated January 1, 2005, 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.

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 ODOT 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 ODOT Supplement, including Item 109.05, all time adjustments shall be subject to a) filing a Claim in accordance with Paragraph 10.05 of the modified General Conditions of the Contract for Construction (EJCDC C-700, 2002 edition) ("Modified General Conditions"), b) substantiating the Contractor's entitlement to a time adjustment in accordance with Paragraph 12.03 of the Modified General Conditions and c) Item 109.05. The Contractor will be entitled to additional compensation for delays but only for those delays described in Paragraph 12.03.B of the Modified 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.D](#) substantiating its entitlement to additional compensation.
4. **Division 100, General Provisions.** The following Division 100 General Provisions of the State of Ohio Department of Transportation, Construction Specifications Manual dated January 1, 2005 are incorporated in this ODOT Supplement, subject to any changes or limitations herein.
 - a. Item 101.01, General.
 - b. Item 101.02, Abbreviations, provided that references to DCE, DDD, DET shall mean the Owner.
 - c. 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. Contract Bond is deleted.
 - ii. Contract Documents is deleted.
 - iii. Contract Time is deleted.
 - iv. Contractor is deleted
 - v. Department shall mean the Owner.
 - vi. Director shall mean the Owner's representative.
 - vii. Engineer is deleted.
 - viii. Extra Work Contract is deleted.

- ix. Final Acceptance shall mean Final Completion as defined in the Owner Contractor Agreement.
- x. Final Inspector shall mean the Owner.
- xi. Laboratory is deleted.
- xii. Proposal Guaranty is deleted.
- xiii. Questionnaire is deleted.
- xiv. Signatures on Contract Documents is deleted.
- xv. State or state shall mean the Owner.
- xvi. Subcontractor is deleted.
- xvii. Work is deleted.
- d. Item 101.04, Interpretations.
- e. Item 103.03, Cancellation of Award.
- f. Item 104.02.D.2, Significant Changes in the Character of the Work (including both tables following this Item), provided that all references to Item 108 are deleted and that all time adjustments shall be subject to filing a Claim in accordance with the modified General Conditions and substantiating the entitlement to an extension of time as provided in the modified General Conditions (EJCDC Document C-700, 2002 edition) ("Modified General Conditions").
- g. Item 104.03, Rights in and Use of Materials Found on the Work.
- h. Item 104.04, Cleaning Up.
- i. 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.
- j. Item 105.06, Superintendent.
- k. Item 105.10, Inspection of Work.
- l. Item 105.11, Removal of Defective and Unauthorized Work.
- m. Item 105.12, Load Restrictions.
- n. Item 105.13, Haul Roads, provided that the second paragraph in this Item is deleted. The Contractor shall be responsible for any damage to the roads referred to in the second paragraph.
- o. Item 105.14, Maintenance During Construction, except substitute "Final Completion" for "Final Inspection" and delete the remainder of the first sentence. Additionally, delete the second to last sentence in this Item.
- p. Item 105.15, Failure to Maintain Roadway or Structure.
- q. Item 105.16, Borrow and Waste Areas.
- r. Item 105.17, Construction and Demolition Debris.
- s. Item 106.01, Source of Supply and Quality Requirements.
- t. 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.

- u. Item 106.03, Small Quantities and Materials for Temporary Application.
- v. Item 106.04, Plant Sampling and Testing Plan.
- w. Item 106.05, Storage of Materials.
- x. Item 106.06, Handling Materials.
- y. Item 106.07, Unacceptable Materials.
- z. Item 106.08, Department-Furnished Material.
- aa. Item 106.09, Steel and Iron Products Made in the United States.
- bb. Item 107.01, Laws to be Observed.
- cc. Item 107.02, Permits, Licenses, and Taxes.
- dd. Item 107.03, Patented Devices, Materials, and Processes.
- ee. Item 107.05, Federal-Aid Provisions.
- ff. Item 107.06, Sanitary Provisions.
- gg. Item 107.07, Public Convenience and Safety.
- hh. Item 107.08, Bridges Over Navigable Waters.
- ii. Item 107.09, 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.
- jj. Item 107.10, 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.
- kk. Item 107.11, Contractor's Use of the Project Right-of-Way or Other Department-Owned Property, provided the reference to Item 109.12 is deleted.
- ll. Item 107.12, Responsibility for Damage Claims and Liability Insurance, provided that all notices and certificates shall be delivered to the Owner's representative and, if there is no Owner's representative, to the Engineer. Reference to the "State of Ohio, Department of Transportation" shall mean the Owner. **Note.** The following Sections in the General Conditions of the Contract for Construction (EJCDC C-700, 2002 edition) as modified are deleted: 5.03, Certificates of Insurance, 5.04 Contractor's Liability Insurance, 5.05, Owner's Liability Insurance, 5.06 Property Insurance, 5.07 Waiver of Rights, 5.08, Receipt and Application of Insurance Proceeds, Section 5.09 Acceptance of Bonds and Insurance; Option to Replace, and 5.10 Partial Utilization, Acknowledgement of Property Insurance.
- mm. Item 107.13, Reporting, Investigating, and Resolving Motorist Damage Claims, provided that this item is modified to read, "When a motorist reports damage to its vehicle either verbally or in writing to the Contractor, the Contractor shall within 3 days make and file a written report to the Owner and the Engineer and also file a report with its insurance carrier".
- nn. Item 107.14 Opening Sections of Project to Traffic, provided that the reference to Item 108.06 is deleted.
- oo. Item 107.15, Contractor's Responsibility for Work, provided that reference to "Final Inspection according to [109.12.A](#)" shall mean "Final Completion."
- pp. Item 107.17, Furnishing Right-of-Way.

- qq. Item 107.19, Environmental Protection, provided that the Owner makes no representation as to having acquired any permits unless expressly provided in the Contract Documents. The Contractor will comply with any permits obtained by the Owner.
 - rr. Item 107.20, Civil Rights.
 - ss. Item 107.21, Prompt Payment.
 - tt. Item 108.01, Subletting of the Contract, provided that the Contractor need not provide the Owner with information or reports on DBE participation unless the Contract Documents otherwise requires such reports or information. Additionally, unless otherwise provided in the Contract Documents the 50% self contracting requirement in the first sentence is waived.
 - uu. Item 108.04, Limitation of Operations.
 - vv. Item 108.05, Character of Workers, Methods, and Equipment.
 - ww. Item 108.10, Payroll Records.
 - xx. Item 109.01, Measurement of Quantities, provided that this item will apply only where payment is to be based on the measurement of quantities.
 - yy. Item 109.02, Measurement Units.
 - zz. Item 109.03, Scope of Payment.
 - aaa. Item 109.04, Compensation for Altered Quantities and Eliminated Items.
 - bbb. Item 109.05, Extra and Force Account Work as modified in this Supplement, provided that a) the references to Items 105.07, 105.10 and 108 are deleted, b) all negotiated prices shall required the Owner's written approval, c) the Owner must approve in writing any directions or orders by the Engineer to proceed with force account work, d) in Item 109.05.B.2 the reference to Department shall mean the Ohio Department of Transportation, e) the compensation provided in [109.05.B](#) through [109.05.D](#) constitutes payment in full for all the items referred to in Item 109.05.C.11, except for any additional compensation for delays, f) Item 109.05.D.2.f regarding home office overhead is deleted. The Contractor's entitlement to home office overhead, if any, shall be subject to current Ohio law.
 - ccc. 109.06, Directed Acceleration.
 - ddd. 109.07, Inefficiency.
 - eee. 109.08, Unrecoverable Costs.
5. **Divisions 200 through 700.** Divisions 200 through 700 of the State of Ohio Department of Transportation, Construction Specifications Manual dated January 1, 2005 are incorporated in this ODOT Supplement.
- a. All references to Division 100 Items in Divisions 200 through 700 shall be to the Division 100 Items as modified in this Supplement.
 - b. Where Division 100 Items are referred to in Divisions 200 through 700 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. In Item 514.24, the reference to Item 109.10 shall be governed by the payment provisions in the Modified General Conditions.

- e. In Item 624.04, the reference to item 109.09 shall be governed by the payment provisions in the Modified General Conditions, i.e., the Owner will process and make payments in accordance with the provisions in the Modified General Conditions. In the regard, the basis for payment of mobilization costs will be as provided in Item 624.04.
- f. General to Divisions 200 through 700. 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 ODOT 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, 2002 edition, 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.

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 Claim in accordance with Paragraph 10.05 of the modified General Conditions of the Contract for Construction (EJCDC C-700, 2002 edition) ("Modified General Conditions"), b) substantiating the Contractor's entitlement to a time adjustment in accordance with Paragraph 12.03 of the Modified General Conditions and c) Item 109.05. The Contractor will be entitled to additional compensation for delays but only for those delays described in Paragraph 12.03.B of the Modified 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 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, 2002 edition, are incorporated in this Supplement, subject to any changes or limitations herein.
 - a. Item 101.01, Abbreviations.
 - b. Item 101.02, Addendum or Addenda.
 - c. Item 101.03 through 101.74, 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 Reynoldsburg.
 - ii. Director shall mean the Director of Engineering for the City.
 - iii. Department is deleted.
 - iv. Engineer is deleted.
 - v. "Owner" shall mean City of Reynoldsburg.
 - vi. Proposal Form is deleted.
 - vii. Director shall mean the Owner's Representative.
 - viii. "Engineer" shall mean Owner's Representative.
 - ix. Laboratory is deleted.
 - x. Proposal Guaranty is deleted.
 - xi. Subcontractor is deleted.
 - xii. Work is deleted.
 - d. Item 103.03, Cancellation of Award.

- e. Item 104.06, Right In and Use of Materials Found on the Work.
- f. Item 104.08, Final Cleaning Up.
- g. 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.
- h. Item 105.11 Photographs and Videos.
- i. Item 105.14, Inspection of Work.
- j. Item 105.15, Removal of Unacceptable and Unauthorized Work.
- k. Item 105.16, Load Restrictions.
- l. Item 105.17, Maintenance During Construction.
- m. Item 105.18, Failure to Maintain Roadway or Structures, Traffic Control Facilities and Other Appurtenance.
- n. Item 105.19, Borrow and Waste Areas.
- o. Item 106.01, Source of Supply and Quality Requirements.
- p. 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.
- q. Item 106.03, Plant Inspection.
- r. Item 106.04, Storage of Materials.
- s. Item 106.05, Handling Materials.
- t. Item 106.06, Unacceptable Materials.
- u. Item 106.08, City Furnished Material.
- v. Item 107.01, Laws to be Observed.
- w. Item 107.02, Permits, Licenses, and Taxes.
- x. Item 107.03, Patented Devices, Materials, and Processes.
- y. Item 107.05, Federal-Aid Provisions.
- z. Item 107.06, Sanitary Provisions.
- aa. Item 107.08, Public Convenience and Safety.
- bb. Item 107.09, Barricades and Warning Signs.
- cc. Item 107.10, Maintenance of Traffic.
- dd. Item 107.11, 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.
- ee. Item 107.12, 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.
- ff. Item 107.13, Responsibility for Damage Claims.
- gg. Item 107.14, Contractor's Responsibility for Work.
- hh. Item 107.15, Contractor's Responsibility for Utility Property and Services.
- ii. Item 107.16, Furnishing Right-of-Way.
- jj. Item 107.17, Personal Liability of Public Officials.

- kk. Item 107.18, No Waiver of Legal Rights.
 - ll. Item 108.01, Subletting of Contract. Additionally, unless otherwise provided elsewhere in the Contract Documents the 50% self contracting requirement in the first sentence is waived.
 - mm. Item 108.05, Limitation of Operations.
 - nn. Item 108.06, Character of Workers, Methods, and Equipment.
 - oo. Item 108.10, 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 109.02, Scope of Payment.
 - rr. Item 109.03, Compensation for Altered Quantities.
5. **Divisions 200 through 1000.** City of Columbus Construction and Material Specifications, 2002 edition, 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 108.07 shall be governed by Paragraph 3, Delays, in this Supplement.
 - d. Any reference to Section 109.04 shall be governed by the payment provisions in the Modified General Conditions, instead.
 - e. In Item 514.21, the reference to Item 109.10 shall be governed by the payment provisions in the Modified General Conditions.
 - f. In Item 614.02(2), the reference to item 109.09 or 109.10 shall be governed by the payment provisions in the Modified General Conditions, i.e., the Owner will process and make payments in accordance with the provisions in the Modified 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

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

MODIFIED STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

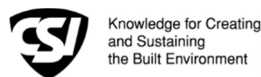
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Construction Specifications Institute

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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters or with all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. 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 which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents are the Contract Documents identified in the Owner-Contractor Agreement ("Agreement").

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which 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.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the Owner.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

25A. *Modification*--A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Engineer.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--A written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given 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 under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--The Progress Schedule, sometimes called the Construction Schedule, is the

document prepared by the Coordinating Contractor. The Coordinating Contractor is defined in the Agreement.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *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.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--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. 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 to be incidental to Work identified in the Bid Schedule.

41. *Shop Drawings*--All 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.

42. *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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. *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 at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, 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 thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions. Modifications to the standard EJCDC general conditions document are included in the text of this document and are shown as underlined text (additions) and interlineated text (deletions). If additional supplements are included in the Contract Documents, they may be in the form of Supplementary or Special Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, 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 any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *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, and furnishing, installing, and incorporating all materials and

equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or 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.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. 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 requirements of and information in the Contract Documents and conformance with the design concept of the completed 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 Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. 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 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean 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, shall mean 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, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which 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 Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds, insurance certificates, insurance endorsements, and other documents as Contractor may be required to furnish under the Contract Documents.

B. *Evidence of Insurance:* Before any Work at the Site is started, ~~Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase~~

~~and maintain in accordance with Article 5. Contractor shall deliver to the Owner with copies to each additional insured identified in the Modified General Conditions Owner-approved copies of certificates of insurance, copies of endorsements, and other evidence of insurance which either of them or any additional insured may reasonably request, which Contractor is required to purchase and maintain in accordance with Article 5.~~

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the Effective Date of the Agreement 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 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

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.

2.06 *Preconstruction Conference*

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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 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 2.05.A. Contractor shall have an additional 10 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 and Owner.

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 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) days.

4. The Construction/Progress Schedule shall be prepared as provided in Paragraph 6.4.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one 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. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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 or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, 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 Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* In addition to its obligations under the Instructions to Bidders, before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

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 knew or reasonably should have known thereof or Contractor failed to perform its obligations under the Instruction to Bidders.

4. In addition to its obligations under the Instructions to 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 by Paragraph 6.16.A.).

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); 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 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, 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 Engineer's consultants, including electronic media editions; or

2. reuse any of 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 adoption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy

between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor 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. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a Notice of Commencement prepared for the Project, conforming to the provisions of Ohio Revised Code Section 1311.252. ~~current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~

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.

4.02 *Subsurface and Physical Conditions*

A. ~~Reports and Drawings: The Supplementary Conditions identify~~ The Agreement identifies:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

3. 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.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the ~~Supplementary Conditions Agreement~~. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities 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; or

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. 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.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. 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, as a condition precedent to any increase in the Contract Price and/or an extension of the Contract Times shall, ~~promptly~~ within 48 hours 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 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. Engineer's Review: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in Paragraph 4.03.A; and

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 Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final 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

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous

areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous 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 elsewhere in these Modified General Conditions:

1. Owner and Engineer shall not be responsible for 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 such information and data;~~

~~b. locating all Underground Facilities 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 of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in 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. Contractor is referred to the General Requirements for additional requirements for laying out the work.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made in the Agreement for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Contract Documents. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities 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; or

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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) 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.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. 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, or both, as a result of such Work stoppage or such

special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. 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. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

~~G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, 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, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

~~A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents. Contractor shall furnish a Contract Bond in the amount of the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. 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 Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury and meet the other requirements of the Contract Documents. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

D. *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 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 21-day investigation period or 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 5.01.D, 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 5.01.D 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 5.01.D., 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.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Modified General Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in these ~~Supplementary~~ Modified General Conditions, certificates of insurance and copies of endorsements (and other evidence of insurance requested by Contractor or any other additional insured), which Owner is required to purchase and maintain.

C. 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. By requiring such insurance and insurance limits herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which 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:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. 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; and

6. 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.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured ~~(subject to any customary exclusion regarding professional liability)~~ Owner and Engineer, and any other individuals or entities identified in these ~~Supplementary~~ Modified General Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, 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;

2. include at least the specific coverages and be written for not less than the limits of liability provided in ~~the Supplementary Conditions~~ Paragraph 5.04.B.2.a or required by Laws or Regulations, whichever is greater;

a. The minimum limits of liability for the required insurance policies listed in Paragraph 5.04.A 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 (i) Premises-Operations, (ii) Explosion and Collapse Hazard, (iii) Underground Hazard, (iv) Broad Form Property Damage, including Completed Operations, (v) Contractual Liability, (vi) Products and Completed Operations, (vii) Personal/Advertising Injury with Employment Exclusion deleted, (viii) Stopgap liability endorsement for \$1,000,000 limit, and (ix) 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.

The following provisions shall also apply to the insurance provided by the Contractor:

(a) Contractor's insurance shall be primary and non-contributory.

(b) Insurance policies shall be written on an occurrence basis only.

(c) 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.

(d) 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.

(e) The additional insured endorsement shall be ISO 20 10 11 85 or its equivalent so that Completed Operations liability extends to the additional insureds after the completion of the Project.

3. include products and completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed with respect to coverage for the Project or renewal refused

until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Modified General Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to products and completed operations insurance, ~~and any insurance coverage written on a claims-made basis~~, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in these Supplementary Modified General Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, 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.

5.06 *Property Insurance*

~~A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:~~

~~1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;~~

~~2. be written on a Builder's Risk "all risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief,~~

~~earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;~~

~~3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);~~

~~4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;~~

~~5. allow for partial utilization of the Work by Owner;~~

~~6. include testing and startup; and~~

~~7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.~~

A. Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of full replacement cost thereof.

(1) This insurance shall:

(a) include the interests of Owner, Contractor, Subcontractors, Engineer, and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured (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.);

(b) be written on a Builder's Risk "all-risk" form that shall at least include insurance for physical loss and 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, extended coverage, theft, vandalism, and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (including that caused by flood or

hydrostatic pressure), and such other perils or causes of loss as may be specifically required by these Modified General Conditions;

(c) include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

(d) 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;

(e) allow for partial utilization of the Work by Owner;

(f) include testing and startup; and

(g) be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

(2) Contractor shall be responsible for any deductible or self-insured retention.

(3) The policies of insurance required to be purchased and maintained by Owner in accordance with this Paragraph 5.06.A and shall comply with the requirements of Paragraph 5.06.C of these General Conditions.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by these ~~Supplementary Modified General~~ Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in these ~~Supplementary Modified General~~ Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other

additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

~~D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. 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 maximum deductible shall be \$5,000. 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.~~

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in these ~~Supplementary Modified General~~ Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies 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 of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, 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 Subcontractors, and Engineer, and all other individuals or entities identified in these ~~Supplementary Modified General~~ Conditions to be listed as insured or additional insured (and the officers, directors, 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 as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, 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 utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.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, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *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. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be 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.

6.02 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 at all times maintain good discipline and order at the Site.

B. 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 shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, Shut Down Dates as defined in the Agreement, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 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.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall 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 shall 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.

6.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with the Contract Documents.

1. The Contractor, promptly after being awarded the Contract and within five (5) days of the date of any request from the Coordinating Contractor, Design Professional or the Owner to submit scheduling information, shall submit proposed scheduling information for its Work to the Coordinating Contractor, Design Professional and to the Owner in such form and in such detail as requested by the Coordinating Contractor. The Coordinating Contractor shall prepare the Progress Schedule within ten (10) 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 Coordinating 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 the purpose of 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.**

a. The Coordinating Contractor shall update the Progress Schedule each month. In preparing and updating the Progress Schedule, the Coordinating Contractor shall take into consideration but not be bound by the scheduling and other information submitted by the Contractors.

b. The Progress Schedule shall be manpower loaded and shall include a schedule of the submission of Shop Drawings, Product Data and Samples.

c. The Contractor shall, on a weekly basis, prepare and submit to the Coordinating Contractor 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 Coordinating Contractor or the Architect.

d. 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.

2. 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 five (5) days of a request for such information from the Coordinating Contractor, Design Professional or Owner, the Contractor shall pay and the Owner may withhold from the Contractor Liquidated Damages at the rate of Fifty Dollars (\$50.00) a day for each calendar day thereafter that the Contractor fails to furnish the requested information.

B. 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.

1. Notice of Delays. As a condition precedent to any increase in the Contract Price and/or Contract Times, the Contractor shall give the Owner and the Engineer verbal notice of any delay affecting its Work within two (2) business days of the commencement of the delay. In addition and also as a condition precedent to any increase in the Contract Price and/or Contract Times, the Contractor shall give the Owner and Engineer written notice of the delay within ten (10) business days of the commencement of the delay with specific recommendations about how to minimize the effect of the delay. The written notice of the delay shall conspicuously state that it is a "NOTICE OF DELAY." A notice of a delay shall not constitute the submission of a Claim. Contract Times shall only be changed as provided in the Agreement. The Contractor acknowledges and agrees that these notice provisions are material terms of the Contract Documents and give the Owner the opportunity to take action to minimize the cost and/or effect of delays.

6.05 Substitutes and "Or-Equals"

A. . . Substitutions prior to the receipt of bids shall be governed by the Instruction to Bidders. Substitutions after the entry into the Agreement shall be governed by these Modified General Conditions. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may

be submitted to Engineer for review under the circumstances described below.

1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it 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) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

- a) perform adequately the functions and achieve the results called for by the general design,
- b) be similar in substance to that specified, and
- c) be suited to the same use as that specified;

2) will state:

- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
- b) whether or not 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
- c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

- a) all variations of the proposed substitute item from that specified, and
- b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the 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.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection. If Owner or Engineer after due investigations 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..

B. If the Contract Documents require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for review or acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Contract Documents, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No review or acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. 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. 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 anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control

Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in these Supplementary Modified General Conditions to be listed as insureds or additional insureds (and the officers, directors, 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 such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *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 a particular 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 shall be disclosed by Owner 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, 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.

6.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *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. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *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. 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.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder caused or alleged to have been caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and

disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

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 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 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 property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site ~~one two record copy copies~~ of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. ~~Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner—~~The Contractor shall deliver these record documents, samples, and shop drawings to the Engineer, no later than the date for Substantial Completion for the Engineer's review and transmittal to Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. 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 at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. 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. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.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 (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).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

B. 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.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of 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.

6.16 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 to prevent threatened 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 thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will 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 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. 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 6.17.D.

B. 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. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. 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, 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. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident

thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.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's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

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.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *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 and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper 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.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

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 or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

~~A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury 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. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims (whether alleged or proven), demands, 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 the Work or any breach of Contractor's obligations under the Contract Documents, including but not limited to the breach of any warranty provided in the Contract Documents. The Contractor's obligations under this Paragraph 6.20.A are joint and several.~~

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees 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 6.20.A shall 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.

~~1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or~~

~~2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.~~

6.21 *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 law.

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, Shop Drawings 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 or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria

given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. 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 their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, 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.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the Owner will provide for the coordination of the Work at the Site in the Contract Documents.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to

establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *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 the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. The Owner shall provide the Contractor with a certificate from its fiscal officer as to the availability of funds.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's

representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *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 9.09. 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.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work and to assist in carrying out the Engineer's other responsibilities under the Contract Documents and its agreement with the Owner. If Owner designates another 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 Document, specifically including the requirement in the Agreement that any Change Order or other Modification be authorized by a resolution duly adopted by the Owner. ~~Supplementary~~

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. 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, subject to the provisions of Paragraph 10.05.

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.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents 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 shall 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 Paragraph 14.07.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 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *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 by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). No increase in the Contract Price shall be valid unless approved in writing by a majority of members of Reynoldsburg City Council and set forth in a writing signed by the Mayor of the City of Reynoldsburg.

No change in the Contract Time shall be valid unless approved in writing by the Mayor of the City of Reynoldsburg.

The 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, but not

limited to, all direct, indirect and cumulative costs associated with such change and any and all adjustments to the Contract Sum and the Date for Substantial Completion.

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the 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; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice 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) is required by the provisions of any bond to be given to a surety, 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. Failure to provide notice to the surety of any such

change shall not exonerate the surety from its obligations under the bond.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

~~B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).~~ *Notice:* As a condition precedent to a change in the Contract Price or the Contract Times, 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, within 30 days of the start of the event giving rise to the Claim. The Contractor shall be responsible for substantiating its Claim. The Contractor's obligation to deliver a fully completed Statement of Claim within such 30-day period is a material term of the Contract Documents and provides the Owner with the opportunity to mitigate its damages.

As a condition precedent to a change in the Contract Price or the Contract Times or a recovery of damages against the Contractor, the Owner will give the Engineer and the Contractor written notice of a Claim. The Owner shall be responsible for substantiating its Claim.

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 Claim as permitted by these Modified General Conditions. Pending the final

resolution of a Claim, the Contractor shall continue performance of the Work.

C. Engineer's Action: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, 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.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor commences an action in a court of exclusive jurisdiction as set forth in Paragraph 16.01.A.2 within 30 days of such action or denial. invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

G. 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.

H. 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

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.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

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. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll

taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall 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 shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall 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, who 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 shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including 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, and hand tools not owned by the workers, 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.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and

removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, commercial activity and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

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 property insurance established in accordance with Paragraph 5.06.D), 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 shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall 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 telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, 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 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. 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.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work 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 or when a Claim for an 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 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 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

1. Contractor agrees that:

a. 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

b. 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 on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a 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 on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 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. Contractor shall not be paid for any Unit Price Work that represents an actual quantity greater than 110% of the estimated quantity, without a Change Order. The Contractor shall maintain such records as the Engineer may require to track the quantities of Unit Price Work.

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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

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. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 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; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor 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.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for 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, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

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 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five 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 Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; 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 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *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 shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A.1 Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay, if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, weather_conditions as provided in Paragraph 12.03.A.2, or acts of God

A.2 **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 Claim is made therefor as provided in Paragraph 12.02.A, the Contract Times will be extended by one (1) day for each work day lost due to weather that delays Work on the critical path in excess of those in the following table:

<u>Month</u>	<u>Number of Workdays Lost Due To Weather</u>
<u>January</u>	<u>8</u>
<u>February</u>	<u>8</u>
<u>March</u>	<u>7</u>
<u>April</u>	<u>6</u>
<u>May</u>	<u>5</u>
<u>June</u>	<u>4</u>
<u>July</u>	<u>4</u>
<u>August</u>	<u>4</u>
<u>September</u>	<u>5</u>
<u>October</u>	<u>6</u>
<u>November</u>	<u>6</u>
<u>December</u>	<u>6</u>

A work day will be lost due to weather only when weather conditions reduce production by more than 50 percent on Work on the critical path. Production shall be measured by hours worked. The Contractor shall have the burden of establishing that weather conditions reduced production by more than 50 per cent on Work on the critical path.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, 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 the Contract Price or the Contract Times, or both. 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.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C, it being understood and agreed that the Contractor has included in the Contract Price a contingency for the risk of such delays.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
3. as otherwise specifically provided in the Contract Documents.

C. 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.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

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, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, 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 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 Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. 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, or both, 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, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, 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 shall 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.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice and so as not to delay the Project, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. 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 removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

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. 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) will be paid by Contractor.

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.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, 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.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or limitation upon, or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. 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) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's

recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

~~A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, 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, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency. If Contractor fails within two (2) business days of a written notice from the Owner or Engineer, or such longer time as may be stated in such notice, to correct, or take reasonable steps to commence to correct, defective Work or to remove and replace, or take reasonable steps to remove and replace, rejected Work as required by Engineer in accordance with Paragraph 13.06.A, 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, Owner may 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 13.09. 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 13.09.~~

B. In exercising the rights and remedies under this Paragraph 13.09, 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, 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.

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 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

~~A. The Schedule of Values established as provided in Paragraph 2.07.A 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.~~

A. The Schedule of Values established as provided in Paragraph 2.05.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. 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. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

~~1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. At least by the 20th day of the month (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment (including a Schedule of Values described in Paragraph 2.05.A of these 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 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 Subcontractor's – Supplier's 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 progress payments will be as stipulated in the Agreement. The Owner and the Contractor agree that any escrow account required in connection with the Project shall be established at a bank or savings and loan association in the State of Ohio used by the Owner, and the escrow agent shall be compensated for its services in accordance with the schedule approved by the Owner from the income from the escrow account.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, 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 on the Site 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, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to 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 Documents; or

b. that 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, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, 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 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; -

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A; or

e. the Contractor is in default of any other Agreement it has with the Owner..

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment 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.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. 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;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount

wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

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 tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven 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. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's

aforsaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

F. *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 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.

14.05 *Partial Utilization*

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. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and 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 14.04 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. Owner may at any time request Contractor in writing to permit Owner to take over operation and/or occupancy 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 make an inspection of 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 and/or occupancy 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 and/or occupancy (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and/or occupancy 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.

~~4.~~ 5. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 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, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and
- d. a Contractor's Waiver and Release Agreement for itself as of the date of the Final Application for Payment and Subcontractor's – Supplier's Waiver and Release Agreements for each of its Subcontractors and Suppliers as of the date of the Final Application for Payment.

3. . 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.

B. Engineer's Review of Application and Acceptance

1. 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 Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. 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. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. 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, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *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 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work

on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's ~~persistent~~ 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 established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer;

4. Contractor's violation in any substantial way of any provisions of the Contract Documents; or

5 Contractor is in material default of any other Agreement with the Owner.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) ~~seven~~ three business days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. 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

3. complete the Work as Owner may deem expedient.

Such termination shall be effective as of the date stated in the termination notice provided to Contractor.

C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed 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.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within three days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

15.03 Owner May Terminate For Convenience

A. Upon ~~seven~~ three business 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. Such termination shall be effective as of the date stated in the written notice. 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 fair and reasonable sums for overhead and profit on such Work;

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;

~~3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and~~

3. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

C. Contractor shall require similar provisions contained in Paragraph 15.03 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 15.03 shall be the Contractor's sole remedy in the event of termination for convenience by Owner.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven 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 15.03.

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 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven 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 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 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.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

~~A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely~~

~~submission of the request shall stay the effect of Paragraph 10.05.E.~~

A. Settlement, Methods and Procedures

1. 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.

2. Any dispute, claim or other matter not settled by negotiation or other means as mutually agreed upon by Owner, Contractor, and surety where applicable, shall be determined by the Court of Common Pleas for county in which the Owner's principal office is located, which shall have exclusive venue and jurisdiction over such matters and claims.

~~B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.~~

~~C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:~~

~~1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or~~

~~2. agrees with the other party to submit the Claim to another dispute resolution process, or~~

~~3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.~~

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents 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.

17.03 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 Documents. 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.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

A. This Contract is to be governed by the law of the State of Ohio.

17.06 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Access to site.
5. Coordination with occupants.
6. Work restrictions.
7. Specification and drawing conventions.

B. Related Requirements:

1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: LANCASTER AND MAIN PARKING LOT – PHASE 2.

1. Project Location: Lancaster Ave. and Main St., Reynoldsburg, OH 43068.

B. Owner: CITY OF REYNOLDSBURG.

C. Architect / Engineer: OHM Advisors.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Refer to Scope of Work as identified in "Instructions to Bidders".

B. Type of Contract.

1. Project will be constructed under a single prime contract.

1.4 PHASED CONSTRUCTION

A. The Work of Project is part of Phase 2 construction. Phase 1 construction will have been completed prior to start of Phase 2.

1.5 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to as indicated on drawings.
2. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

- a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Contractor shall not operate heavy equipment on any side street within the project area without permission from the Engineer, Owner, and authority having jurisdiction.

1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours, Monday through Friday, unless otherwise indicated. On-Site work hours to be verified by Owner prior to the Commencement of Construction.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Design Professional and Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Design Professional's and Owner's written permission before proceeding with utility interruptions.
- D. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Architect's / Engineer's Action: If necessary, Architect / Engineer will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect / Engineer will notify Contractor of acceptance or rejection of proposed substitution within fifteen days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance: Written acceptance from Architect / Engineer, and/or Change Order, or Construction Change Directive for changes in the Work.
 - b. Use product specified if Architect / Engineer does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Convenience: Architect / Engineer will consider requests for substitution if received within 60 days after commencement of the Work.
 1. Conditions: Architect / Engineer will consider Contractor's request for substitution when the following conditions are satisfied:
 - a. Requested substitution does not require revisions to the Contract Documents.
 - b. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Architect / Engineer will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, with a Field Order Form.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect / Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
1. Work Change Proposal Requests issued by Architect / Engineer are not instructions either to stop work in progress or to execute the proposed change.
 2. Within 7 days, when not otherwise specified after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect / Engineer.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.

1.4 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect / Engineer will issue a Change Order for signatures of Owner and Contractor on a Change Order form provided by the Architect / Engineer.

1.5 CONSTRUCTION CHANGE DIRECTIVE and WORK CHANGE DIRECTIVE

- A. Construction Change Directive: Architect / Engineer may issue a Construction Change Directive on AIA Document G714 or other form provided by the Architect / Engineer. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)**PART 3 - EXECUTION (Not Used)****END OF SECTION 01 26 00**

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect / Engineer at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect / Engineer.
 - c. Architect / Engineer's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Arrange schedule of values consistent with format of AIA Document G703.
 - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - a. Include separate line items under principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
 - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

- a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Where Allowances required, provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect / Engineer and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Submit Application for Payment to Architect / Engineer by the 5th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month. Multiple pay requests per month are not permitted.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect / Engineer will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders, Work Change Directives and Construction Change Directives issued before last day of construction period covered by application.
 3. 8% retainage shall be held on all payment applications.
 4. Reduction to 4% Retainage shall be considered once the Project has reached the level of "Substantial Completion", as determined by Architect / Engineer.
 5. Payment applications shall include the following supplemental documents:
 - a. Signed certified payroll report.
 - b. Testing reports for concrete, compaction materials, etc., (if applicable).
 - c. SWP3 inspection reports (if applicable).
 - d. Contractor's response to SWP3 inspection reports (if applicable).
 6. Payment applications with all supporting documents shall be mailed/e-mailed to:

OHM Advisors

ATTN: Justin Meranda, PLA

580 North Fourth Street, Suite 610

Columbus, Ohio 43215

Justin.Meranda@ohm-advisors.com

7. Questions about payment application process can be directed to:

Justin Meranda at 614.474.1131 or Justin.Meranda@ohm-advisors.com

- E. Transmittal: Submit three signed and notarized original copies of each Application for Payment to the Architect / Engineer by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit conditional final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Waiver Forms: Submit executed waivers of lien on form provided.
 - 5. Submit final application for payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of values.
 - 3. Contractor's construction schedule (preliminary if not final).
 - 4. Submittal schedule (preliminary if not final).
 - 5. List of Contractor's staff assignments.
 - 6. List of Contractor's principal consultants.
 - 7. Copies of building permits.
 - 8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - 9. Certificates of insurance and insurance policies.
- H. Application for Payment at Substantial Completion: After Architect / Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.

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2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
 4. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
 5. AIA Document G707-1994, "Consent of Surety to Final Payment."
 6. Evidence that claims have been settled.
 7. Final liquidated damages settlement statement.
 8. Releases from the public agencies from which permits have been obtained for Work under this agreement.
- J. Final Retainage: Final retainage shall be released upon receipt and approval of:
1. Completion of all Punch List items.
 2. Items required for Final Payment Application.
 3. Receipt of 2 Year Maintenance Bond (10% of final contract amount).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination drawings.
 - 2. Requests for Information (RFIs).
 - 3. Project meetings.
- B. Related Requirements:
 - 1. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 DEFINITIONS

- A. RFI: Request from Contractor seeking information required by or clarifications of the Contract Documents.

1.3 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.

7. Project closeout activities.
 8. Startup and adjustment of systems.
- D. Coordination with Owner and other contractors: The Owner, utility companies, and commercial or private owners may have construction projects occurring within or adjacent to the project limits during the life of this contract. Coordinate construction with all such projects that may be ongoing in the vicinity. Where the Contractor's work affects the operation of the Owner's utilities, coordinate work with the Owner. Contact Owner's representative. Give at least 48 hours of notice to the Owner in order to schedule activities such as valve operation, hydrant operation, sewer and structure cleanout, and similar items of work. No claim for extra compensation or adjustments in the contract prices will be allowed on account of delay or failure of others to complete the work scheduled.

1.4 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Architect / Engineer.
 5. RFI number, numbered sequentially.
 6. RFI subject.
 7. Specification Section number and title and related paragraphs, as appropriate.
 8. Drawing number and detail references, as appropriate.
 9. Field dimensions and conditions, as appropriate.
 10. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 11. Contractor's signature.
 12. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 13. Space for Architect's / Engineer's response.
- C. RFI Forms: AIA Document G716 or soft-ware generated form with substantially the same content as indicated above, acceptable to Architect / Engineer.
- D. Architect's / Engineer's Action: Architect / Engineer will review each RFI, determine action required, and respond. Allow seven working days for Architect's / Engineer's response for each RFI. RFIs received by Architect / Engineer after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.

- d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's / Engineer's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
- 2. Architect's / Engineer's action may include a request for additional information, in which case Architect's / Engineer's time for response will date from time of receipt of additional information.
- 3. Architect's / Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect / Engineer in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log at each construction progress meeting. Use CSI Log Form 13.2B or similar form. Include the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Architect / Engineer.
 - 4. RFI number including RFIs that were dropped and not submitted.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Architect's / Engineer's response was received.
- F. On receipt of Architect's / Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect's / Engineer's within seven days if Contractor disagrees with response.
 - 1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 - 2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.5 PROJECT MEETINGS

- A. General: Owner's Construction Administrator shall schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 - 1. Attendees: Contractor and subcontractors whose presence is required for meeting. Construction Administrator shall notify Contractor, and owner of scheduled meeting dates and times.
 - 2. Agenda: Construction Administrator shall prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Construction Administrator shall record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Contractor within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Construction Administrator, but no later than 15 days after execution of the Agreement.

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1. Attendees: Construction Administrator; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of record documents.
 - l. Use of the premises
 - m. Use of existing building if Contractor will need access to a building.
 - n. Work restrictions.
 - o. Working hours.
 - p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Procedures for disruptions and shutdowns.
 - s. Construction waste management and recycling.
 - t. Parking availability.
 - u. Office, work, and storage areas.
 - v. Equipment deliveries and priorities.
 - w. First aid.
 - x. Security.
 - y. Progress cleaning.
 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Preinstallation conferences shall coincide with weekly construction meetings.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Related RFIs.
 - c. Related Change Orders.
 - d. Submittals.
 - e. Review of mockups.
 - f. Possible conflicts.
 - g. Time schedules.
 - h. Weather limitations.
 - i. Manufacturer's written instructions.
 - j. Warranty requirements.
 - k. Temporary facilities and controls.
 - l. Space and access limitations.
 - m. Regulations of authorities having jurisdiction.
 - n. Testing and inspecting requirements.

- o. Installation procedures.
 - p. Coordination with other work.
 - q. Required performance results.
 - r. Protection of adjacent work.
 - s. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at weekly intervals or as directed by the owner's construction administrator.
1. Attendees: In addition to the Construction Administrator of Owner and Architect / Engineer as required, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Off-site fabrication.
 - 5) Access.
 - 6) Site utilization.
 - 7) Temporary facilities and controls.
 - 8) Progress cleaning.
 - 9) Quality and work standards.
 - 10) Status of correction of deficient items.
 - 11) Field observations.
 - 12) Status of RFIs.
 - 13) Status of proposal requests.
 - 14) Pending changes.
 - 15) Status of Change Orders.
 - 16) Pending claims and disputes.
 - 17) Documentation of information for payment requests.
 3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

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- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Site condition reports.
- B. Related Requirements:
 - 1. Section 01 32 33 "Photographic Documentation."
 - 2. Section 01 10 00 "Summary" for preparing a combined Contractor's construction schedule.

1.2 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file or Two paper copies.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.
- D. Daily Construction Reports: Submit at weekly intervals.
- E. Site Condition Reports: Submit at time of discovery of differing conditions.

1.3 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work.
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect / Engineer.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 - 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect / Engineer administrative procedures necessary for certification of Substantial Completion.
 - 5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - 1. Phasing: Arrange list of activities on schedule by phase.
 - 2. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Limitations of continued occupancies.
 - b. Uninterruptible services.
 - c. Partial occupancy before Substantial Completion.
 - d. Use of premises restrictions.
 - e. Seasonal variations.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion,
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 - 1. Unresolved issues.
 - 2. Unanswered Requests for Information.
 - 3. Rejected or unreturned submittals.
 - 4. Notations on returned submittals.
 - 5. Pending modifications affecting the Work and Contract Time.
- F. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.

5. Material deliveries.
 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 7. Accidents.
 8. Meetings and significant decisions.
 9. Unusual events.
 10. Stoppages, delays, shortages, and losses.
 11. Meter readings and similar recordings.
 12. Emergency procedures.
 13. Orders and requests of authorities having jurisdiction.
 14. Change Orders received and implemented.
 15. Construction Change Directives or Work Change Directives received and implemented.
 16. Services connected and disconnected.
 17. Equipment or system tests and startups.
 18. Partial completions and occupancies.
 19. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Construction Administrator, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

END OF SECTION 01 32 00

SECTION 01 32 33 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.
- B. Related Requirements:
 - 1. Section 01 77 00 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.

1.2 INFORMATIONAL SUBMITTALS

- A. Digital Photographs: Submit unaltered, original, full-size image files within three days of taking photographs.
 - 1. Digital Camera: Minimum sensor resolution of 8 megapixels.
 - 2. Identification: Provide the following information with each image description in file metadata tag:
 - a. Date and time photograph was taken.
 - b. Description of vantage point, indicating location of construction.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, with minimum size of 8 megapixels.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 1. Date and Time: Include date and time in file name for each image.
- C. Preconstruction Photographs: Before commencement of excavation or commencement of demolition, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points.
 - 1. Flag excavation areas and construction limits before taking construction photographs.
- D. Periodic Construction Photographs:
 - 1. Take a minimum of 20 photographs weekly, coinciding with the cutoff date associated with each Application for Payment for each major area of Work.
 - 2. Select vantage points to show status of construction and progress since last photographs were taken.

END OF SECTION 01 32 33

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 2. Section 01 78 23 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 3. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's / Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's / Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTALS SCHEDULE

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect / Engineer and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's / Engineer's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will not be provided by Architect / Engineer for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 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. Architect / Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's / 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.

1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect / Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 10 days for review of each resubmittal.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use Specification Section number followed by a decimal point and then a sequential number (e.g., Submittal 06 10 00.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., Submittal 06 10 00.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect / Engineer.
 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name of Contractor.
 - d. Name of firm or entity that prepared submittal.
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - j. Drawing number and detail references, as appropriate.
 - k. Related physical samples submitted directly.
 - l. Transmittal number, numbered consecutively.
 - m. Submittal and transmittal distribution record.
 - n. Other necessary identification.
 - o. Remarks.
- E. Options: Identify options requiring selection by Architect / Engineer.
- F. Deviations: Identify deviations from the Contract Documents on submittals.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.

2. Resubmit submittals until they are marked with approval notation from Architect's / Engineer's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's / Engineer's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements:

1. Submit electronic submittals via email as PDF electronic files.
 - a. Architect / Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
2. Certificates and Certifications Submittals: Provide a 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.
 - a. Provide a notarized statement on original paper copy certificates and certifications where indicated.

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 published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
4. Submit Product Data before or concurrent with Samples.
5. Submit Product Data in the following format:
 - a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.

- b. Compliance with specified standards.
 - c. Notation of dimensions established by field measurement.
 - d. Relationship and attachment to adjoining construction clearly indicated.
 - e. Seal and signature of professional engineer if specified.
- 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches. Text shall be readable on the size of the drawing provided.
- 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- 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: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 - 4. 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.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect / Engineer will return submittal with options selected.
- E. Coordination Drawings Submittals: Comply with requirements specified in Section 01 31 00 "Project Management and Coordination."
- F. Contractor's Construction Schedule: Comply with requirements specified in Section 01 32 00 "Construction Progress Documentation."
- G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures."
- H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 "Quality Requirements."
- I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."
- J. Maintenance Data: Comply with requirements specified in Section 01 78 23 "Operation and Maintenance Data."
- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Project Architect and owners, and other information specified.

- L. Installer Certificates: Submit 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 specific Project.
- M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- N. Product / Material Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- O. Material Test Reports: Submit 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.
- P. Product Test Reports: Submit written reports indicating that 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.
- Q. Preconstruction Test Reports: Submit 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.

2.2 DELEGATED-DESIGN SERVICES

- A. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible Design Professional / Engineer, for each product and system specifically assigned to Contractor to be designed or certified by an Design Professional / Engineer.
 - 1. 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 DESIGN PROFESSIONAL'S ACTION

- A. Action Submittals: Architect / Engineer / Construction Administrator will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect / Engineer / Construction Administrator will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
 - 1. Approved.
 - 2. Rejected.
 - 3. Approved as Noted
 - 4. Revise and Resubmit.
 - 5. Submit Specified Item.
 - 6. Acknowledge Receipt.
- B. Informational Submittals: Architect / Engineer / Construction Administrator will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect / Engineer / Construction Administrator will forward each submittal to appropriate party.

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- C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and -control services required by Architect / Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
 - 3. Specific test and inspection requirements are not specified in this Section.

1.2 DEFINITIONS

- A. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract observation activities performed by Architect / Engineer.
- B. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
- C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- D. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- E. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- G. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- H. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 REGULATORY

- A. Public Agency Requirements: It is the intention of these specifications to construct all work in accordance with the applicable requirements of the Owner, the WESTFIELD CENTER, AND MEDINA COUNTY, the contract specifications, and the contract drawings. Where there is a conflict between any of the aforementioned specifications, and the permit requirements for the agency having jurisdiction, the more restrictive shall govern.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect / Engineer for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- G. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect / Engineer, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- H. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect / Engineer.
 - 2. Notify Architect / Engineer seven days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.

4. Obtain Architect's / Engineer's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed unless otherwise indicated.

1.8 QUALITY CONTROL

- A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- C. Testing Agency Responsibilities: Cooperate with Architect / Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 1. Notify Architect / Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- D. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect / Engineer.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect / Engineer reference during normal working hours.
 1. Submit log at project closeout as part of the project record documents.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility.

END OF SECTION 01 40 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect / Engineer, testing agencies, and authorities having jurisdiction.
- B. Water Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.4 QUALITY ASSURANCE

- A. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- B. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top and bottom rails. Provide galvanized-steel bases for supporting posts.

2.2 TEMPORARY FACILITIES

- A. Common-Use Field Office: Of sufficient size to accommodate needs of construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Section 01 10 00 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: The Contractor shall not make a connection to any public water main or fire hydrant without first obtaining the necessary permit and/or meter from the Owner. Existing public water systems shall be operated and controlled by the Owner. All valves shall be operated exclusively by the Owner's personnel.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 - 2. Maintain support facilities until Architect / Engineer schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
 - 1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 - 2. Prepare subgrade and install base for temporary roads and paved areas according to Section 312000 "Earth Moving."
 - 3. Permanent aggregate base shall not be used for temporary roads or parking.

4. Where a first course of hot-mix asphalt will be used as permanent base of temporary roads or paved areas, delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Section 321216 "Asphalt Paving."

C. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. General

- a. Protect existing site improvements to remain including curbs, pavement, and utilities.
- b. Maintain access for fire-fighting equipment and access to fire hydrants.
- c. During the course of construction, make provisions to maintain access for emergency vehicles at all times. Where possible and when directed by the Engineer, all streets must be left open to traffic at the end of each working day. Traffic maintenance and control as defined in this section shall be considered as included in the lump sum bid prices that are given in the Bid Form.
- d. All work for maintaining traffic and control shall be in accordance with item 614 of the 2016 Ohio Department of Transportation Construction Material Specifications (ODOT CMS) and the current edition of the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).
- e. Conduct operations and use equipment in such a manner that traffic will be maintained throughout the entire length of the project. When conditions are such as to warrant variations from this requirement, the procedure to be followed shall be approved by the Engineer prior to such procedure being put into effect.
- f. Furnish, erect and maintain all barricades, signs and lights as required according to the current edition of the OMUTCD. Notify concerned parties such as local police department, local fire department, and school officials if a road closure and/or detour will be in effect. Notify the same parties when the road has been reopened.
- g. Once work on a particular utility is begun, the Contractor must continue his work to completion. Owner will not permit random movements of work operations among the project area that tend to confuse traffic patterns.
- h. Protect existing site improvements to remain including curbs, pavement, and utilities.
- i. Comply with requirements of authorities having jurisdiction.

2. Provisions for Local Traffic

- a. During the progress of the work, accommodate both local vehicular and pedestrian traffic along the roads.
- b. Maintain access to building. The use of maintenance aggregate to maintain access shall be as approved by the Engineer.
- c. The Contractor's truck and equipment operations on public streets shall be governed by all local traffic ordinances and regulations of the local fire and police departments, the Owner, and the Ohio Department of Transportation.

3. Construction Signs and Barricades

- a. Warning signs and barricades configurations shall meet the requirements of the OMUTCD, the Owner, and the Ohio Department of Transportation.
- b. The Contractor shall not begin any operation on the project until all required signs and barricades have been set.
- c. The construction site shall at all times be maintained and left in a clean, neat, and safe condition, including any construction signing.
- d. After working hours, cover or remove signs that are not appropriate so that motorists will not be confused. Remove and replace or cover (where practical) existing traffic signs that may conflict with the proposed construction.

4. Flag Control

- a. Provide traffic regulators (flaggers) as necessary to protect the vehicular and pedestrian traffic and the work within the work zone areas.

D. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
- F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01 73 00 "Execution."
- G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Comply with authorities having jurisdiction and requirements specified in Section 31 10 00 "Site Clearing."
- D. Site Enclosure Fence: Before construction operations begin furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
 - 1. Extent of Fence: Fence required to separate construction activities from building users / patrons. Existing facilities will remain open, and construction shall be staged to maintain vehicular and pedestrian access to existing building.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Maintenance: Maintain facilities in good operating condition until removal.
- B. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."
 - 2. Remove temporary paving not intended for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

END OF SECTION 01 50 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 01 25 00 "Substitution Procedures" for requests for substitutions.

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

- A. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 "Submittal Procedures." Show compliance with requirements.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

1.5 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Submittal Time: Comply with requirements in Section 01 77 00 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

B. Product Selection Procedures:

1. Products:
 - a. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
2. Manufacturers:
 - a. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect / Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect / Engineer may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of Architects / Engineers and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 01 73 00 – EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for limits on use of Project site.
 - 2. Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.2 INFORMATIONAL SUBMITTALS

- A. Certificates: Submit certificate signed by either a land surveyor or professional engineer certifying that location and elevation of improvements comply with requirements.

1.3 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.

2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
 3. For protection of underground utilities in Ohio, contact "Ohio Utilities Protection Services" at 1-800-362-2764 (or 8-1-1), www.oups.org and "Ohio Oil & Gas Producers Underground Protection Service" at 1-800-925-0988 (or 8-1-1), www.ogpups.org a minimum of three (3) working days prior to excavating. This does not relieve the Contractor of the responsibility of notifying utility owners who may not be part of the OUPS alert system.
 4. Where any utility, water, sewer, gas, telephone or any other public or private utilities are encountered, the Contractor must provide adequate protection for them, and he will be held responsible for any damages to such utilities arising from his operations.
 5. When it is apparent that construction operations may endanger the foundation of any utility, conduit, or support of any structure, the Contractor shall notify the utility owner of this possibility, and he shall take such steps as may be required to provide temporary bracing or support of conduits or structures.
 6. In all cases where permits or inspection fees are required by utilities in connection with changes to or temporary support of their conduits, the Contractor shall secure permits and pay all inspection fees.
 7. Where it is the policy of any utility owner to make his own repairs to damaged conduit or other structures, the Contractor shall cooperate to the fullest extent with the utility owner and shall see that his operations interfere as little as possible with the utility owner's operations.
 8. Existing Sewer Facilities: Existing sewers or drains may be encountered along the line of work. In all such cases, the Contractor shall perform his operation in such a manner that sewer service will not be interrupted. They shall, at his own expense, make all temporary provisions to maintain sewer service (both dry weather and storm flows).
 9. Unless otherwise indicated on the plans, the Contractor shall replace, at his own expense, any disturbed sewer or drain, or relay same at a new grade to be established by the Architect / Engineer such that sufficient clearance for the sewer will be provided.
 10. Existing Water Facilities: Where existing water mains and/or water services are encountered in the work, they shall be maintained in operation. They shall be relayed if necessary using the class of pipe and fittings standard to the Owner of the main.
 11. Existing Drains: Drainage through existing sewers, ditches and drains shall be maintained at all times during construction, and all nearby gutters shall be kept open for drainage.
 12. Maintenance of services as described above shall be considered as incidental to the project cost.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- B. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a Request for Information to Architect / Engineer according to requirements in Section 01 31 00 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect / Engineer promptly.
- B. General: Contractor to engage a land surveyor to lay out the Work using accepted surveying practices.
1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 2. Establish limits on use of Project site.
 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 4. Inform installers of lines and levels to which they must comply.
 5. Notify Architect / Engineer when deviations from required lines and levels exceed allowable tolerances.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference to Architect / Engineer.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey (as-builts) showing dimensions, locations, angles, and elevations of construction and sitework.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80°F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- F. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- G. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- H. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 DUST CONTROL

- A. Maintain haul roads, detour roads, other public or private roads, driveways and parking lots in a dust free condition for the duration of the Contract.
- B. Control dust by application of dust control materials and application methods as approved and as directed by the Architect / Engineer.
- C. Dust control materials shall be applied as often as is necessary to control dust. Neglect of dust control will not be tolerated.

- D. Should the Contractor be negligent of his duties in providing dust control, the Owner may, with or without notice cause the same to be done and deduct the cost of such work from any monies due or to become due to the Contractor under the Contract. Cost of providing dust control shall be considered incidental to the Work.

3.8 STREET CLEANING

- A. Haul roads, detour roads, other public or private roads, driveways and parking lots will be kept clean and swept at regular intervals to maintain cleanliness.
- B. Trucks hauling excavated material, cement, sand, stone or other loose materials from or to the site shall be tightly covered so that no spillage will occur on the adjacent streets. Before trucks start away from the site, their loads shall be trimmed and covered.
- C. If, in the judgment of the Owner, adequate cleanup efforts are not being expended, including but not limited to, roadway, driveway and drainage maintenance, and removal of surplus materials, further construction shall be halted and work forces directed to the cleanup activity until proper order is restored. Should the Contractor continue to be negligent of his duties in maintaining proper street cleanliness, the Owner will take necessary steps to perform such cleaning and shall charge the Contractor for all costs.

3.9 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements"

3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

END OF SECTION 01 73 00

SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Recycling nonhazardous demolition and construction waste.
 - 2. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
 - 1. Section 31 10 00 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

1.3 WASTE MANAGEMENT PLAN

- A. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - 2. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - 3. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

B. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, and recycled.
2. Comply with Section 01 50 00 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
2. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.3 RECYCLING DEMOLITION WASTE

A. Asphalt Paving: Break up and transport paving to asphalt-recycling facility.

B. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.

1. Pulverize concrete to maximum 4-inch size.

C. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.

1. Pulverize masonry to maximum 1-inch size.

D. Metals: Separate metals by type.

1. Structural Steel: Stack members according to size, type of member, and length.
2. Remove and dispose of bolts, nuts, washers, and other rough hardware.

3.4 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

3.5 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 01 74 19

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Section 01 32 33 "Photographic Documentation" for submitting final completion construction photographic documentation.
 - 2. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 4. Section 01 79 00 "Demonstration and Training" for requirements for instructing Owner's personnel.

1.2 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificate of Insurance: For continuing coverage.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.5 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic

- documentation, damage or settlement surveys, property surveys, and similar final record information.
2. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 3. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's / Engineer's signature for receipt of submittals.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Complete startup and testing of systems and equipment.
 2. Perform preventive maintenance on equipment used prior to Substantial Completion.
 3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 4. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 5. Complete final cleaning requirements, including touchup painting.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect / Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect / Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect / Engineer, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.6 FINAL COMPLETION PROCEDURES

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 01 29 00 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's / Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect / Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Architect / Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect / Engineer will prepare a final Certificate for Payment after inspection or

will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A or similar type form.

1. Submit list of incomplete items in one of the following formats:
 - a. MS Excel electronic file.
 - b. PDF electronic file.

1.8 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect / Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

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1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 1. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

END OF SECTION 01 77 00

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
1. Operation and maintenance documentation directory.
 2. Operation manuals for systems, subsystems, and equipment.
 3. Product maintenance manuals.

1.2 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
1. Architect / Engineer will comment on whether content of operations and maintenance submittals are acceptable.
- B. Format: Submit operations and maintenance manuals in the following format:
1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect / Engineer.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
 2. Two paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect / Engineer will return one copy.
- C. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 10 days before equipment installation or commencing demonstration and training; whichever is earliest. Architect / Engineer will return copy with comments.
1. Correct or revise each manual to comply with Architect's / Engineer's comments. Submit copies of each corrected manual within 10 days of receipt of comments and prior to equipment installation or commencing demonstration and training.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR OPERATION, AND MAINTENANCE MANUALS

- A. Directory: Prepare a single, comprehensive directory operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information.
- B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
 2. Table of contents.
 3. Manual contents.
- C. Title Page: Include the following information:

1. Subject matter included in manual.
 2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name and contact information for Contractor.
 6. Name and contact information for Architect / Engineer.
- D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- F. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
- G. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, post-type binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
 4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor is delegated design responsibility.

3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.3 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of operation and maintenance manuals.
- E. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Product Data.
- B. Related Requirements:
 - 1. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit PDF electronic files of scanned record prints and one set(s) of file prints.
 - 2) Architect / Engineer will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit PDF electronic files of scanned record prints and **three** set(s) of prints.
 - 2) Print each drawing, whether or not changes and additional information were recorded.
- B. Record Product Data: Submit one paper copy and one annotated PDF electronic files and directories of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.
 - 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 - 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 4. Note Addenda, Construction or Work Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect / Engineer. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
 - 1. Format: DWG, Version 2015, Microsoft Windows operating system.
 - 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 - 3. Refer instances of uncertainty to Architect / Engineer for resolution.
 - 4. Architect / Engineer will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Format: Annotated PDF electronic file with comment function enabled.
 - 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 - 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect / Engineer.
 - e. Name of Contractor.

2.2 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file or scanned PDF electronic file(s) of marked-up miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's / Engineer's reference during normal working hours.

END OF SECTION 01 78 39

SECTION 01 79 00 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.

1.2 QUALITY ASSURANCE

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00 "Quality Requirements," experienced in operation and maintenance procedures and training.

1.3 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect / Engineer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 INSTRUCTION

- A. Contractor to engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner, through Architect / Engineer, with at least seven days' advance notice.
- C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

END OF SECTION 01 79 00

SECTION 02 41 19 – SELECTIVE DEMOLITION

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. Section Includes:
 - 1. Demolition and removal of selected site elements.
 - 2. Salvage of existing items to be reused or recycled.
- B. Related Requirements:
 - 1. Section 31 10 00 "Site Clearing" for site clearing and removal of above- and below-grade improvements not part of selective demolition.
 - 2. Salvage of existing items to be reused or recycled.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREINSTALLATION MEETINGS

- A. Pre-demolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.

4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Engineering Survey: Submit engineering survey of condition of building.
- C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- D. Schedule of Selective Demolition Activities: Indicate the following:
 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Use of elevator and stairs.
 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- E. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Submit before Work begins.
- F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- G. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.8 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 1. Hazardous materials will be removed by Owner before start of the Work.
 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Hazardous Materials: Present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.

1. Hazardous material remediation is specified elsewhere in the Contract Documents.
 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
 3. Owner will provide material safety data sheets for suspected hazardous materials that are known to be present in buildings and structures to be selectively demolished because of building operations or processes performed there.
- F. Historic Areas: Demolition and hauling equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, including temporary protection, by 12 inches or more.
- G. Storage or sale of removed items or materials on-site is not permitted.
- H. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
1. Maintain fire-protection facilities in service during selective demolition operations.

1.9 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Engage a professional engineer to perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- D. Steel Tendons: Locate tensioned steel tendons and include recommendations for de-tensioning.
- E. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- F. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video

1. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 2. Arrange to shut off utilities with utility companies.
 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01 50 00 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.

2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 5. Maintain fire watch during and for at least 1 hour after flame-cutting operations.
 6. Maintain adequate ventilation when using cutting torches.
 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 10. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area designated by Owner
 5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Owner, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their new locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at

perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.

- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.
- D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.8 SELECTIVE DEMOLITION SCHEDULE

- A. See plans.

END OF SECTION 02 41 19

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

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. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes for Architectural Fountain.
- B. Related Requirements:
 - 1. Section 32 13 13 "Concrete Paving" for concrete pavement and walks.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer, manufacturer, and testing agency.
- B. Material Certificates: For each of the following, signed by manufacturers:
 - 1. Cementitious materials.
 - 2. Admixtures.
 - 3. Form materials and form-release agents.
 - 4. Steel reinforcement and accessories.
 - 5. Waterstops.
 - 6. Curing compounds.
 - 7. Bonding agents.

8. Adhesives.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- C. Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
 - 2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.

1.8 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Contractor to engage a qualified testing agency to perform preconstruction testing on concrete mixtures.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.

1.10 FIELD CONDITIONS

- A. Hot-Weather Placement: Comply with ACI 301 and as follows:
 - 1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 301.
 - 2. Ohio Department of Transportation Construction Material Specifications, most current edition.

2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 - 1. Plywood, metal, or other approved panel materials.

2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - a. High-density overlay, Class 1 or better.
 - b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
 - c. Structural 1, B-B or better; mill oiled and edge sealed.
 - d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.
3. Overlaid Finnish birch plywood.
- B. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- C. Form Ties: Factory-fabricated, removable or snap-off glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 1. Furnish units that leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
 2. Furnish ties that, when removed, leave holes no larger than 1 inch in diameter in concrete surface.
 3. Furnish ties with integral water-barrier plates to walls indicated to receive or waterproofing.

2.3 STEEL REINFORCEMENT

- A. Epoxy-Coated Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed bars,, epoxy coated, with less than 2 percent damaged coating in each 12-inch bar length.
- B. Epoxy-Coated Wire: ASTM A 884/A 884M, Class A, Type 1 coated, as-drawn, plain-steel wire, with less than 2 percent damaged coating in each 12-inch wire length.

2.4 REINFORCEMENT ACCESSORIES

- A. Epoxy-Coated Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, ASTM A 775/A 775M epoxy coated.
- B. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating; compatible with epoxy coating on reinforcement and complying with ASTM A 775/A 775M.
- C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
 1. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

2.5 CONCRETE MATERIALS

- A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- B. Cementitious Materials:
 1. Portland Cement: ASTM C 150/C 150M, Type I.
 2. Fly Ash: ASTM C 618, Class F or C.

3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.
- C. Normal-Weight Aggregates: ASTM C 33/C 33M, coarse aggregate or better, graded. Provide aggregates from a single source.
 1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
 2. Fine Aggregate: Natural sand free of materials with deleterious reactivity to alkali in cement.
- D. Air-Entraining Admixture: ASTM C 260/C 260M.
- E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- F. Water: ASTM C 94/C 94M and potable.

2.6 CURING MATERIALS

- A. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

2.7 RELATED MATERIALS

- A. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:
 1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.8 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ODOT item #511..
 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
 1. Fly Ash: 25 percent.
 2. Slag Cement: 30 percent.
 3. Combined Fly Ash or Pozzolan and Slag Cement: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.
 4. Silica Fume: 10 percent.
- C. Admixtures: Use admixtures according to manufacturer's written instructions.

2.9 CONCRETE MIXTURES FOR ARCHITECTURAL FOUNTAIN

- A. Architectural fountain footings, wall, slab, & curbs: ODOT 499 Class QC2 normal-weight concrete.
 - 1. Minimum Compressive Strength: 4500 psi at 28 days.
 - 2. Maximum W/C Ratio: 0.50.
 - 3. Slump Limit: 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
 - 4. Air Content: 7 percent, plus or minus 2 percent at point of delivery for 3/4-inch nominal maximum aggregate size.

2.10 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.11 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
 - 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install concrete according to ODOT Item #511 Concrete for Structures, and as modified herein.
- B. Design, erect, shore, brace, and maintain formwork, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- C. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Do not chamfer exterior corners and edges of permanently exposed concrete.
- H. Form openings required for fountain plumbing / electrical elements. Determine sizes and locations from trades providing such items.
- I. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- J. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- K. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of walls, of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material are not acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces.

3.3 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- C. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- D. Epoxy-Coated Reinforcement: Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M. Use epoxy-coated steel wire ties to fasten epoxy-coated steel reinforcement.

3.4 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.
- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
 - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
 - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- D. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
 - 1. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 - 2. Maintain reinforcement in position on chairs during concrete placement.
 - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
 - 4. Slope surfaces uniformly to drains where required.

5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

3.5 FINISHING FORMED SURFACES

- A. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 1. Apply to concrete surfaces to be covered with a coating or covering material applied directly to concrete.

3.6 FINISHING SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraighening until surface is left with a uniform, smooth, granular texture.
 1. Apply float finish to surfaces.
- C. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
 1. Apply a trowel finish to surfaces exposed to view.

3.7 MISCELLANEOUS CONCRETE ITEM INSTALLATION

- A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

3.8 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including slabs.
- E. Cure concrete according to ACI 308.1, by the following methods:
 1. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least

12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.

3.9 CONCRETE SURFACE REPAIRS

- A. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
 - 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
- B. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.

3.10 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor to engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- B. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:
 - 1. Testing Frequency: Obtain at least one composite sample for each 50 cu. yd. or fraction thereof of each concrete mixture placed each day.
 - a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 - 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 - 3. Air Content: ASTM C 231/C 231M, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - 4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample.
 - 5. Compression Test Specimens: ASTM C 31/C 31M.
 - a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
 - b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.
 - 6. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
 - a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
 - b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
 - 7. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.

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8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
9. Test results shall be reported in writing to Architect / Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
10. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect / Engineer.
11. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
12. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

END OF SECTION 03 30 00

SECTION 03 45 00 - PRECAST ARCHITECTURAL CONCRETE

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. Section Includes:
 - 1. Architectural precast concrete cap for Community Sign.
- B. Related Requirements:

1.3 DEFINITIONS

- A. Design Reference Sample: Sample of approved architectural precast concrete color, finish and texture, preapproved by Architect.

1.4 PREINSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each precast concrete mixture. Include compressive strength and water-absorption tests.
- C. Shop Drawings:
 - 1. Detail fabrication and installation of architectural precast concrete units.
 - 2. Indicate locations, plans, elevations, dimensions, shapes, and cross sections of each unit.
 - 3. Indicate joints, reveals, drips, chamfers, and extent and location of each surface finish
 - 4. Indicate locations, tolerances, and details of anchorage devices to be embedded in or attached to structure or other construction.
 - 5. If design modifications are proposed to meet performance requirements and field conditions, submit design calculations and Shop Drawings. Do not adversely affect the appearance, durability, or strength of units when modifying details or materials and maintain the general design concept.
- D. Samples: Design reference samples for initial verification of design intent, for each type of finish indicated on exposed surfaces of architectural precast concrete units, in sets of three, representative of finish, color, and texture variations expected; approximately 12 by 12 by 2 inches
 - 1. When other faces of precast concrete unit are exposed, include Samples illustrating workmanship, color, and texture of backup concrete as well as facing concrete.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator
- B. Material Certificates: For the following items:

1. Cementitious materials.
 2. Reinforcing materials and prestressing tendons.
 3. Admixtures.
- C. Material Test Reports: For aggregates.
- D. Preconstruction test reports.
- E. Source quality-control test reports.
- F. Field quality-control reports.

1.7 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm that assumes responsibility for engineering architectural precast concrete units to comply with performance requirements. This responsibility includes preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.
- B. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
- C. Quality-Control Standard: For manufacturing procedures and testing requirements, quality-control recommendations, and dimensional tolerances for types of units required, comply with PCI MNL 117, "Manual for Quality Control for Plants and Production of Architectural Precast Concrete Products."
- D. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D.1.1M, "Structural Welding Code - Steel"; and AWS D1.4/D.1.4M, "Structural Welding Code - Reinforcing Steel."
- E. Mockups: After sample panel approval but before production of architectural precast concrete units, construct full-sized mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and to set quality standards for materials and execution.
1. Build mockup as indicated on Drawings including (1) Stone Column Cap & (2) Stone Planter Caps complete with anchors, connections, and joint fillers.
 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undamaged at time of Substantial Completion.
- F. Preconstruction Testing Mockup: Provide a full-size mockup of architectural precast concrete indicated on Drawings for preconstruction testing.

1.8 COORDINATION

- A. Furnish loose connection hardware and anchorage items to be embedded in or attached to other construction without delaying the Work. Provide locations, setting diagrams, templates, instructions, and directions, as required, for installation.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver architectural precast concrete units in such quantities and at such times to limit unloading units temporarily on the ground or other rehandling.
- B. Support units during shipment on nonstaining shock-absorbing material.
- C. Store units with adequate dunnage and bracing and protect units to prevent contact with soil, to prevent staining, and to prevent cracking, distortion, warping or other physical damage.

- D. Place stored units so identification marks are clearly visible, and units can be inspected.
- E. Handle and transport units in a manner that avoids excessive stresses that cause cracking or damage.
- F. Lift and support units only at designated points indicated on Shop Drawings.

PART 2 - PRODUCTS

2.1 MOLD MATERIALS

- A. Molds: Rigid, dimensionally stable, non-absorptive material, warp and buckle free, that provides continuous and true precast concrete surfaces within fabrication tolerances indicated; nonreactive with concrete and suitable for producing required finishes.
 - 1. Mold-Release Agent: Commercially produced form-release agent that does not bond with, stain or adversely affect precast concrete surfaces and does not impair subsequent surface or joint treatments of precast concrete.
- B. Form Liners: Units of face design, texture, arrangement, and configuration to match those used for precast concrete design reference sample. Use with manufacturer's recommended form-release agent that does not bond with, stain, or adversely affect precast concrete surfaces and does not impair subsequent surface or joint treatments of precast concrete.
- C. Surface Retarder: Chemical set retarder, capable of temporarily delaying final hardening of newly placed concrete mixture to depth of reveal specified.

2.2 REINFORCING MATERIALS

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- C. Supports: Suspend reinforcement from back of mold or use bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place according to PCI MNL 117.

2.3 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150/C 150M, Type I or Type III, gray, unless otherwise indicated.
 - 1. For surfaces exposed to view in finished structure, use gray or white cement, of same type, brand, and mill source.
- B. Supplementary Cementitious Materials:
 - 1. Fly Ash: ASTM C 618, Class C or F, with maximum loss on ignition of 3 percent.
 - 2. Metakaolin: ASTM C 618, Class N.
 - 3. Silica Fume: ASTM C 1240, with optional chemical and physical requirement.
 - 4. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
 - 5. Blended Hydraulic Cement: ASTM C 595, Type IS, portland blast-furnace slag cement.
- C. Normal-Weight Aggregates: Except as modified by PCI MNL 117, ASTM C 33/C 33M, with coarse aggregates complying with Class 5S. Stockpile fine and coarse aggregates for each type of exposed finish from a single source (pit or quarry) for Project.
 - 1. Face-Mixture-Coarse Aggregates: Selected, hard, and durable; free of material that reacts with cement or causes staining; to match selected finish sample.
 - a. Gradation: To match design reference sample.

2. Face-Mixture-Fine Aggregates: Selected, natural or manufactured sand compatible with coarse aggregate; to match approved finish sample.
- D. Lightweight Aggregates: Except as modified by PCI MNL 117, ASTM C 330/C 330M, with absorption less than 11 percent.
- E. Coloring Admixture: ASTM C 979/C 979M, synthetic or natural mineral-oxide pigments or colored water-reducing admixtures, temperature stable, and nonfading.
- F. Water: Potable; free from deleterious material that may affect color stability, setting, or strength of concrete and complying with chemical limits of PCI MNL 117.
- G. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.
- H. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and to not contain calcium chloride, or more than 0.15 percent chloride ions or other salts by weight of admixture.
 1. Water-Reducing Admixtures: ASTM C 494/C 494M, Type A.
 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 4. Water-Reducing and Accelerating Admixture: ASTM C 494/C 494M, Type E.
 5. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 6. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 7. Plasticizing Admixture: ASTM C 1017/C 1017M, Type I.
 8. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
 9. Corrosion Inhibiting Admixture: ASTM C 1582/C 1582M.

2.4 ACCESSORIES

- A. Reglets: Specified in Section 076200 "Sheet Metal Flashing and Trim."
- B. Precast Accessories: Provide clips, hangers, high-density plastic or steel shims, and other accessories required to install architectural precast concrete units.

2.5 GROUT MATERIALS

- A. Epoxy-Resin Grout: Two-component, mineral-filled epoxy resin; ASTM C 881/C 881M, of type, grade, and class to suit requirements.
 1. Tensile Bond Strength: Not less than 150 psi when tested before and after freeze-thaw test according to ASTM E 488 as modified: Adhere a steel plate with a welded rod on a single thin-brick face with epoxy for each test.
 2. 24-Hour Cold-Water Absorption: Not more than 6 percent when tested according to ASTM C 67.
 3. Freeze-Thaw Resistance: No detectable disintegration or separation after 300 freezing-and-thawing cycles when tested according to ASTM C 666/C 666M, Method B.
 4. Chemical Resistance: Tested according to ASTM C 650 and rated "not affected."
 5. Efflorescence: Tested according to ASTM C 67 and rated "not effloresced."

2.6 CONCRETE MIXTURES

- A. Prepare design mixtures for each type of precast concrete required.

1. Use a single design mixture for units with more than one major face or edge exposed.
 2. Where only one face of unit is exposed use either a single design mixture or separate mixtures for face and backup.
- B. Limit use of fly ash and ground granulated blast-furnace slag to 20 percent of portland cement by weight; limit metakaolin and silica fume to 10 percent of portland cement by weight.
- C. Design mixtures may be prepared by a qualified independent testing agency or by qualified precast plant personnel at architectural precast concrete fabricator's option.
- D. Limit water-soluble chloride ions to maximum percentage by weight of cement permitted by ACI 318 or PCI MNL 117 when tested according to ASTM C 1218/C 1218M.
- E. Normal-Weight Concrete Mixtures: Proportion face and backup mixtures or full-depth mixtures, at fabricator's option by either laboratory trial batch or field test data methods according to ACI 211.1, with materials to be used on Project, to provide normal-weight concrete with the following properties:
1. Compressive Strength (28 Days): 5000 psi minimum.
 2. Maximum Water-Cementitious Materials Ratio: 0.45.
- F. Water Absorption: 6 percent by weight or 14 percent by volume, tested according to ASTM C 642, except for boiling requirement.
- G. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content complying with PCI MNL 117.
- H. When included in design mixtures, add other admixtures to concrete mixtures according to manufacturer's written instructions.

2.7 FINISHES

- A. Exposed faces shall be free of joint marks, grain, and other obvious defects. Corners, including false joints shall be uniform, straight, and sharp. Finish exposed-face surfaces of architectural precast concrete units to match approved mockups and as follows:
1. Acid-Etched Finish: Use acid and hot-water solution, equipment, application techniques, and cleaning procedures to expose aggregate and surrounding matrix surfaces. Protect hardware, connections, and insulation from acid attack.
- B. Finish exposed top & back surfaces of architectural precast concrete units to match face-surface finish.
- C. Finish unexposed surfaces of architectural precast concrete units with as cast finish.

2.8 SOURCE QUALITY CONTROL

- A. Quality-Control Testing: Test and inspect precast concrete according to PCI MNL 117 requirements. If using self-consolidating concrete, also test and inspect according to PCI TR-6, ASTM C 1610/C 1610M, ASTM C 1611/C 1611M, ASTM C 1621/C 1621M, and ASTM C 1712.
- B. Contractor will engage an independent testing agency to evaluate architectural precast concrete fabricator's quality-control and testing methods.
1. Allow Contractor's testing agency access to material storage areas, concrete production equipment, concrete placement, and curing facilities. Cooperate with Contractor's testing agency and provide samples of materials and concrete mixtures as may be requested for additional testing and evaluation.
- C. Strength of precast concrete units is considered deficient if units fail to comply with ACI 318 requirements for concrete strength.

- D. Testing: If there is evidence that strength of precast concrete units may be deficient or may not comply with ACI 318 requirements, precaster will employ an independent testing agency to obtain, prepare, and test cores drilled from hardened concrete to determine compressive strength according to ASTM C 42/C 42M and ACI 318
1. A minimum of three representative cores shall be taken from units of suspect strength, from locations directed by Architect.
 2. Test cores in an air-dry condition.
 3. Strength of concrete for each series of three cores is considered satisfactory if average compressive strength is equal to at least 85 percent of 28-day design compressive strength and no single core is less than 75 percent of 28-day design compressive strength.
 4. Report test results in writing on same day that tests are performed, with copies to Architect, Contractor, and precast concrete fabricator. Test reports include the following:
 - a. Project identification name and number.
 - b. Date when tests were performed.
 - c. Name of precast concrete fabricator.
 - d. Name of concrete testing agency.
 - e. Identification letter, name, and type of precast concrete unit(s) represented by core tests; design compressive strength; type of break; compressive strength at breaks, corrected for length-diameter ratio; and direction of applied load to core in relation to horizontal plane of concrete as placed.
- E. Patching: If core test results are satisfactory and precast concrete units comply with requirements, clean and dampen core holes and solidly fill with precast concrete mixture that has no coarse aggregate, and finish to match adjacent precast concrete surfaces.
- F. Defective Units: Discard and replace recast architectural concrete units that do not comply with acceptability requirements in PCI MNL 117, including concrete strength, manufacturing tolerances, and color and texture range. Chipped, spalled, or cracked units may be repaired, subject to Architect's approval. Architect reserves the right to reject precast units that do not match approved samples, sample panels, and mockups. Replace unacceptable units with precast concrete units that comply with requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine supporting structural frame or foundation and conditions for compliance with requirements for installation tolerances, bearing surface tolerances, and other conditions affecting performance of the Work.
- B. Do not install precast concrete units until supporting cast-in-place concrete has attained minimum allowable design compressive strength and supporting steel or other structure is structurally ready to receive loads from precast concrete units.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install clips, hangers, bearing pads, and other accessories required for connecting architectural precast concrete units to supporting members and backup materials.
- B. Erect architectural precast concrete level, plumb, and square within specified allowable tolerances. Provide temporary supports and bracing as required to maintain position, stability, and alignment of units until permanent connections are completed.
 1. Install temporary steel or plastic spacing shims as precast concrete units are being erected. Tack weld steel shims to each other to prevent shims from separating.

2. Maintain horizontal and vertical joint alignment and uniform joint width as erection progresses.
3. Remove projecting lifting devices and grout fill voids within recessed lifting devices flush with surface of adjacent precast surfaces when recess is exposed.
4. Unless otherwise indicated, maintain uniform joint widths of 3/4 inch.

3.3 ERECTION TOLERANCES

- A. Erect architectural precast concrete units level, plumb, square, and in alignment without exceeding the noncumulative erection tolerances of PCI MNL 117, Appendix I.
- B. Erect architectural precast concrete units level, plumb, square, and in alignment.

3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor to engage a qualified testing agency to perform tests and inspections and prepare test reports.
- B. Visually inspect field welds and test according to ASTM E 165 or to ASTM E 709 and ASTM E 1444. High-strength bolted connections are subject to inspections.
- C. Testing agency will report test results promptly and in writing to Contractor and Architect.
- D. Repair or remove and replace work where tests and inspections indicate that it does not comply with specified requirements.
- E. Additional testing and inspecting, at Contractor's expense, shall be performed to determine compliance of replaced or additional work with specified requirements.

3.5 REPAIRS

- A. Repair architectural precast concrete units if permitted by Architect. Architect reserves the right to reject repaired units that do not comply with requirements.
- B. Mix patching materials and repair units so cured patches blend with color, texture, and uniformity of adjacent exposed surfaces and show no apparent line of demarcation between original and repaired work, when viewed in typical daylight illumination from a distance of 20 feet.
- C. Prepare and repair damaged galvanized coatings with galvanizing repair paint according to ASTM A 780/A 780M.
- D. Wire brush, clean, and paint damaged prime-painted components with same type of shop primer.
- E. Remove and replace damaged architectural precast concrete units when repairs do not comply with requirements.

3.6 CLEANING

- A. Clean surfaces of precast concrete units exposed to view.
- B. Clean mortar, plaster, fireproofing, weld slag, and other deleterious material from concrete surfaces and adjacent materials immediately.
- C. Clean exposed surfaces of precast concrete units after erection and completion of joint treatment to remove weld marks, other markings, dirt, and stains.
 1. Perform cleaning procedures, if necessary, according to precast concrete fabricator's recommendations. Protect other work from staining or damage due to cleaning operations.
 2. Do not use cleaning materials or processes that could change the appearance of exposed concrete finishes or damage adjacent materials.

END OF SECTION 03 45 00

SECTION 04 20 00 - UNIT MASONRY

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. Section Includes:
 1. Concrete masonry units.
 2. Clay face brick.

1.3 DEFINITIONS

- A. CMU(s): Concrete masonry unit(s).
- B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For the following:
 1. Masonry Units: Show sizes, profiles, coursing, and locations of special shapes.
 2. Reinforcing Steel: Detail bending, lap lengths, and placement of unit masonry reinforcing bars. Comply with ACI 315.
- C. Samples for Initial Selection:
 1. Clay face brick.
- D. Samples for Verification: For each type and color of the following:
 1. Clay face brick.

1.6 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each type and size of product. For masonry units, include data on material properties and material test reports substantiating compliance with requirements.
- B. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
 1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91/C 91M for air content.
 2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- D. Deliver preblended, dry mortar mix in moisture-resistant containers. Store preblended, dry mortar mix in delivery containers on elevated platforms in a dry location or in covered weatherproof dispensing silos.
- E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

1.8 FIELD CONDITIONS

- A. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.
- B. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

PART 2 - PRODUCTS

2.1 UNIT MASONRY, GENERAL

- A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6, except as modified by requirements in the Contract Documents.
- B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work and will be within 20 feet vertically and horizontally of a walking surface.

2.2 CONCRETE MASONRY UNITS

- A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.
 - 1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
- B. CMUs: ASTM C 90.
 - 1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 2150 psi
 - 2. Density Classification: Normal weight
 - 3. Size (Width): Manufactured to dimensions 3/8 inch less than nominal dimensions.

2.3 CONCRETE LINTELS

- A. Concrete Lintels: ASTM C 1623, matching CMUs in color, texture, and density classification; and with reinforcing bars indicated.

2.4 BRICK

- A. Clay Face Brick: Facing brick complying with ASTM C 216.
 - 1. Grade: MW
 - 2. Type: FBS
 - 3. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 3,350 psi.
 - 4. Initial Rate of Absorption: Less than 30 g/30 sq. in. per minute when tested according to ASTM C 67.
 - 5. Efflorescence: Provide brick that has been tested according to ASTM C 67 and is rated "not effloresced."
 - 6. Size (Actual Dimensions): 3-5/8 inches wide by 2-1/4 inches high by 7-5/8 inches long.
 - 7. Application: Use where brick is exposed unless otherwise indicated.
 - 8. Provide face brick matching color range, texture, and size of existing adjacent brickwork.
 - a. Pine Hall Brick – English Edge Full Range (red).

2.5 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150/C 150M, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
- D. Masonry Cement: ASTM C 91/C 91M.
 - 1. Colored Portland Cement-Lime Mix:
 - 2. Colored Masonry Cement:
- E. Aggregate for Mortar: ASTM C 144.
 - 1. For joints less than 1/4 inch thick, use aggregate graded with 100 percent passing the No. 16 sieve.
 - 2. White-Mortar Aggregates: Natural white sand or crushed white stone.
 - 3. Colored-Mortar Aggregates: Natural sand or crushed stone of color necessary to produce required mortar color.
- F. Aggregate for Grout: ASTM C 404.
- G. Epoxy Pointing Mortar: ASTM C 395, epoxy-resin-based material formulated for use as pointing mortar for glazed or pre-faced masonry units (and approved for such use by manufacturer of units); in color indicated or, if not otherwise indicated, as selected by Architect from manufacturer's colors.
- H. Cold-Weather Admixture: Nonchloride, noncorrosive, accelerating admixture complying with ASTM C 494/C 494M, Type C, and recommended by manufacturer for use in masonry mortar of composition indicated.
 - 1. Available Products:
 - a. Addiment Incorporated; Mortar Kick.
 - b. Euclid Chemical Company (The); Accelguard 80.
 - c. Grace Construction Products, a unit of W. R. Grace & Co. - Conn.; Morset.

- d. Sonneborn, Div. of ChemRex; Trimix-NCA.
- I. Water-Repellent Admixture: Liquid water-repellent mortar admixture intended for use with CMUs containing integral water repellent from same manufacturer.
 - 1. Available Products:
 - a. Addiment Incorporated; Mortar Tite.
 - b. Grace Construction Products, a unit of W. R. Grace & Co. - Conn.; Dry-Block Mortar Admixture.
 - c. Master Builders, Inc.; Color Cure Mortar Admix or Rheomix Rheopel.
- J. Water: Potable.

2.6 REINFORCEMENT

- A. Uncoated-Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60.
- B. Masonry-Joint Reinforcement, General: ASTM A 951/A 951M.
 - 1. Exterior Walls: Hot-dip galvanized, carbon steel.
 - 2. Wire Size for Side Rods: W1.7 or 0.148-inch diameter.
 - 3. Wire Size for Cross Rods: W1.7 or 0.148-inch diameter.
 - 4. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches o.c.
 - 5. Provide in lengths of not less than 10 feet, with prefabricated corner and tee units.
- C. Masonry-Joint Reinforcement for Single-Wythe Masonry: Ladder or truss type with single pair of side rods.
- D. Masonry-Joint Reinforcement for Multiwythe Masonry:
 - 1. Ladder type with one side rod at each face shell of hollow masonry units more than 4 inches wide, plus two side rods at each wythe of masonry 4 inches wide or less.
 - 2. Tab type, either ladder or truss design, with one side rod at each face shell of backing wythe and with rectangular tabs sized to extend at least halfway through facing wythe, but with at least 5/8-inch cover on outside face.
 - 3. Adjustable (two-piece) type, either ladder or truss design, with one side rod at each face shell of backing wythe and with separate adjustable ties with pintle-and-eye connections having a maximum horizontal play of 1/16 inch and maximum vertical adjustment of 1-1/4 inches. Size ties to extend at least halfway through facing wythe but with at least 5/8 cover on outside face. Ties have hooks or clips to engage a continuous horizontal wire in the facing wythe.
- E. Masonry-Joint Reinforcement for Veneers Anchored with Seismic Masonry-Veneer Anchors: Single 0.187-inch diameter, hot-dip galvanized carbon steel continuous wire.

2.7 TIES AND ANCHORS

- A. General: Ties and anchors shall extend at least 1-1/2 inches into veneer but with at least a 5/8-inch cover on outside face.
- B. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:
 - 1. Stainless-Steel or as required per manufacturer

2.8 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded filler strips complying with ASTM D 1056, Grade 2A1; compressible up to 35 percent; of width and thickness indicated; formulated from neoprene urethane.
- B. Preformed Control-Joint Gaskets: Made from styrene-butadiene-rubber compound, complying with ASTM D 2000, Designation M2AA-805 and designed to fit standard sash block and to maintain lateral stability in masonry wall; size and configuration as indicated.
- C. Bond-Breaker Strips: Asphalt-saturated felt complying with ASTM D 226/D 226M, Type I (No. 15 asphalt felt).
- D. Weep/Cavity Vent Products: Use one of the following unless otherwise indicated:
 - 1. Cellular Plastic Weep/Vent: One-piece, flexible extrusion made from UV-resistant polypropylene copolymer, full height and width of head joint and depth 1/8 inch less than depth of outer wythe, in color selected from manufacturer's standard.
 - a. Available Products:
 - 1) Advanced Building Products Inc.; Mortar Maze weep vent.
 - 2) Dayton Superior Corporation, Dur-O-Wal Division; Cell Vents.
 - 3) Heckmann Building Products Inc.; No. 85 Cell Vent.
 - 4) Hohmann & Barnard, Inc.; Quadro-Vent.
 - 5) Wire-Bond; Cell Vent.
- E. Reinforcing Bar Positioners: Wire units designed to fit into mortar bed joints spanning masonry unit cells with loops for holding reinforcing bars in center of cells. Units are formed from 0.142-inch steel wire, hot-dip galvanized after fabrication. Provide units with either two loops or four loops as needed for number of bars indicated.
 - 1. Available Products:
 - a. Dayton Superior Corporation, Dur-O-Wal Division; D/A 810, D/A 812 or D/A 817.
 - b. Heckmann Building Products Inc.; No. 376 Rebar Positioner.
 - c. Hohmann & Barnard, Inc.; #RB or #RB-Twin Rebar Positioner.
 - d. Wire-Bond; O-Ring or Double O-Ring Rebar Positioner.

2.9 MASONRY CLEANERS

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.
 - 1. Available Manufacturers:
 - a. Diedrich Technologies, Inc.
 - b. EaCo Chem, Inc.
 - c. ProSoCo, Inc.
 - 2. Prohibited Materials:
 - a. Hydrochloric acids.
 - b. Muriatic acids.
 - c. Hydrofluoric acids.
 - d. Ammonium Bifluoride.

2.10 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
 - 1. Do not use calcium chloride in mortar or grout.

2. Limit cementitious materials in mortar to portland cement and lime.
3. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C 270, BIA Technical Notes 8A, Property Specification. Provide the following types of mortar for applications stated unless another type is indicated or needed to provide required compressive strength of masonry.
 1. For masonry below grade or in contact with earth, use Type S.
 2. For reinforced masonry, use Type N.
 3. For mortar parge coats, use Type S.
 4. For exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls; for interior load-bearing walls; for interior non-load-bearing partitions; and for other applications where another type is not indicated, use Type N.
 5. For interior non-load-bearing partitions, Type O may be used instead of Type N.
- D. Grout for Unit Masonry: Comply with ASTM C 476.
 1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with Table 1.15.1 in ACI 530.1/ASCE 6/TMS 602 for dimensions of grout spaces and pour height.
 2. Provide grout with a slump of 8 to 11 inches as measured according to ASTM C 143/C 143M.
- E. Epoxy Pointing Mortar: Mix epoxy pointing mortar to comply with mortar manufacturer's written instructions.
 1. Application: Use epoxy pointing mortar for exposed mortar joints with the following units:
 - a. Pre-faced CMUs.
 - b. Glazed structural clay facing tile.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.
- B. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.

3.2 TOLERANCES

- A. Dimensions and Locations of Elements:
 1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch or minus 1/4 inch.
 2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch.

3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.
- B. Lines and Levels:
 1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 feet or 1/2-inch maximum.
 2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet or 1/2-inch maximum.
 3. For vertical lines and surfaces, do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
 4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
 5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10, 3/8 inch in 20 feet, or 1/2-inch maximum.
- C. Joints:
 1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
 2. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
 3. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch.

3.3 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less-than-nominal 4-inch horizontal face dimensions at corners or jambs.
- C. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- D. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.
- E. Fill cores in hollow CMUs with grout 24 inches under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.

3.4 MORTAR BEDDING AND JOINTING

- A. Lay CMUs as follows:
 1. Bed face shells in mortar and make head joints of depth equal to bed joints.
 2. Bed webs in mortar in all courses of piers, columns, and pilasters.
 3. Bed webs in mortar in grouted masonry, including starting course on footings.
 4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.
- B. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

- C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
- D. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

3.5 MASONRY-CELL FILL

- A. Pour aggregate fill into cavities to fill void spaces. Maintain inspection ports to show presence of fill at extremities of each pour area. Close the ports after filling has been confirmed. Limit the fall of fill to one story high, but not more than 20 feet.

3.6 MASONRY-JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of 5/8 inch on exterior side of walls, 1/2 inch elsewhere. Lap reinforcement a minimum of 6 inches.
 - 1. Space reinforcement not more than 16 inches o.c.
- B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.

3.7 FLASHING, WEEP HOLES, AND CAVITY VENTS

- A. General: Install embedded flashing and weep holes in masonry at shelf angles, lintels, ledges, other obstructions to downward flow of water in wall, and where indicated.
- B. Install weep holes in exterior wythes and veneers in head joints of first course of masonry immediately above embedded flashing.
 - 1. Use specified weep/cavity vent products or open head joints to form weep holes.
 - 2. Space weep holes 24 inches o.c. unless otherwise indicated.
 - 3. Cover cavity side of weep holes with plastic insect screening at cavities insulated with loose-fill insulation.

3.8 REINFORCED UNIT MASONRY INSTALLATION

- A. Placing Reinforcement: Comply with requirements in TMS 602/ACI 530.1/ASCE 6.
- B. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
 - 1. Comply with requirements in TMS 602/ACI 530.1/ASCE 6 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
 - 2. Limit height of vertical grout pours to not more than 60 inches

3.9 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Contractor to engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas as needed to perform tests and inspections. Retesting of materials that fail to comply with specified requirements shall be done at Contractor's expense.
- B. Inspections: Special inspections according to ACI 530/ASCE 5.
 - 1. Begin masonry construction only after inspectors have verified proportions of site-prepared mortar.
 - 2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.
 - 3. Place grout only after inspectors have verified proportions of site-prepared grout.

- C. Testing Prior to Construction: One set of tests.
- D. Testing Frequency: One set of tests for each 5000 sq. ft. of wall area or portion thereof.
- E. Concrete Masonry Unit Test: For each type of unit provided, according to ASTM C 140 for compressive strength.
- F. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C 780.
- G. Mortar Test (Property Specification): For each mix provided, according to ASTM C 780. Test mortar for compressive strength.
- H. Grout Test (Compressive Strength): For each mix provided, according to ASTM C 1019.

3.10 REPAIRING, POINTING, AND CLEANING

- A. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- B. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
 - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
 - 2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes.
 - 3. Protect adjacent surfaces from contact with cleaner.
 - 4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
 - 5. Clean brick by bucket-and-brush hand-cleaning method described in BIA Technical Notes 20.
 - 6. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.

3.11 MASONRY WASTE DISPOSAL

- A. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.
 - 1. Do not dispose of masonry waste as fill within 18 inches of finished grade.
- B. Masonry Waste Recycling: Return broken CMUs not used as fill to manufacturer for recycling.
- C. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above or recycled, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 04 20 00

SECTION 06 10 63 - EXTERIOR ROUGH CARPENTRY

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. Section Includes:
 1. Wood boardwalks.
 2. Wood decks.

1.3 DEFINITIONS

- A. Boards: Lumber of less than 2 inches nominal in thickness and 2 inches nominal or greater in width.
- B. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.
- C. Timber: Lumber of 5 inches nominal or greater in least dimension.
- D. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 2. NLGA: National Lumber Grades Authority.
 3. RIS: Redwood Inspection Service.
 4. SPIB: The Southern Pine Inspection Bureau.
 5. WCLIB: West Coast Lumber Inspection Bureau.
 6. WWPAA: Western Wood Products Association.

1.4 ACTION SUBMITTALS

- A. Product Data: For preservative-treated wood products. Include chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material.

1.5 INFORMATIONAL SUBMITTALS

- A. Material Certificates:
 1. For preservative-treated wood products. Indicate type of preservative used and net amount of preservative retained.
- B. Certificates of Inspection: Issued by lumber grading agency for exposed wood products not marked with grade stamp.
- C. Evaluation Reports: For preservative-treated wood products, from ICC-ES.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials under cover and protected from weather and contact with damp or wet surfaces. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 LUMBER, GENERAL

- A. Comply with DOC PS 20 and with grading rules of lumber grading agencies certified by ALSC's Board of Review as applicable. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by ALSC's Board of Review.
 - 1. Factory mark each item with grade stamp of grading agency.
 - 2. For items that are exposed to view in the completed Work, omit grade stamp and provide certificates of grade compliance issued by grading agency.
 - 3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry wood products.
 - 4. Provide dressed lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content:
 - 1. Boards: 15 percent.
 - 2. Dimension Lumber: 15 percent.
 - 3. Timber: 19 percent.

2.2 LUMBER

- A. Dimension Lumber: Construction or No. 2 grade and any of the following species:
 - 1. Hem-fir or hem-fir (North); NLGA, WCLIB, or WWPA.
 - 2. Douglas fir-larch, Douglas fir-larch (North), or Douglas fir-south; NLGA, WCLIB, or WWPA.
 - 3. Mixed southern pine; SPIB.
 - 4. Redwood; RIS.

2.3 POSTS

- A. Dimension Lumber Posts: No. 2 grade and any of the following species:
 - 1. Hem-fir or hem-fir (North); NLGA, WCLIB, or WWPA.
 - 2. Douglas fir-larch, Douglas fir-larch (North), or Douglas fir-south; NLGA, WCLIB, or WWPA.
 - 3. Mixed southern pine; SPIB.
 - 4. Spruce-pine-fir or spruce-pine-fir (South); NeLMA, NLGA, WCLIB, or WWPA.
 - 5. Northern species; NLGA.
 - 6. Western woods; WCLIB or WWPA.

2.4 PRESERVATIVE TREATMENT

- A. Pressure treat boards and dimension lumber with waterborne preservative according to AWP A U1; Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.
- B. Pressure treat timber with waterborne preservative according to AWP A U1; Use Category UC4a.
 - 1. Treatment with CCA shall include post-treatment fixation process.
- C. Pressure treat poles with waterborne preservative according to AWP A U1; Use Category UC4a.
 - 1. Treatment with CCA shall include post-treatment fixation process.

- D. Preservative Chemicals: Acceptable to authorities having jurisdiction.
 - 1. Do not use chemicals containing arsenic or chromium.
- E. Use process dimension lumber that includes water-repellent treatment.
- F. Use process for boards and dimension lumber that does not include water repellents or other substances that might interfere with application of indicated finishes.
- G. After treatment, redry dimension lumber to 19 percent maximum moisture content.
- H. Mark treated wood with treatment quality mark of an inspection agency approved by ALSC's Board of Review.
 - 1. For items indicated to receive a stained or natural finish, Omit marking and provide certificates of treatment compliance issued by inspection agency.

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated, acceptable to authorities having jurisdiction, and that comply with requirements specified in this article for material and manufacture. Provide nails or screws, in sufficient length, to penetrate not less than 1-1/2 inches into wood substrate.
 - 1. Use fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M or ASTM F 2329 unless otherwise indicated.
 - 2. For pressure-preservative-treated wood, use stainless-steel fasteners.
 - 3. For redwood, use hot-dip galvanized-steel fasteners.
- B. Nails: ASTM F 1667.
- C. Power-Driven Fasteners: ICC-ES AC70.
- D. Wood Screws and Lag Screws: ASME B18.2.1, ASME B18.6.1, or ICC-ES AC233.
- E. Carbon-Steel Bolts: ASTM A 307 (ASTM F 568M) with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers all hot-dip zinc coated.
- F. Stainless-Steel Bolts: ASTM F 593, Alloy Group 1 or 2 (ASTM F 738M, Grade A1 or Grade A4); with ASTM F 594, Alloy Group 1 or 2 (ASTM F 836M, Grade A1 or Grade A4) hex nuts and, where indicated, flat washers.
- G. Postinstalled Anchors: Stainless-steel, chemical or torque-controlled expansion anchors with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing according to ASTM E 488, conducted by a qualified independent testing and inspecting agency.
 - 1. Stainless-steel bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or Grade A4).

2.6 METAL ACCESSORIES

- A. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit work to other construction; scribe and cope as needed for accurate fit.
- B. Framing Standard: Comply with AF&PA WCD1 unless otherwise indicated.

- C. Install metal framing anchors to comply with manufacturer's written instructions.
- D. Do not splice structural members between supports unless otherwise indicated.
- E. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- F. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of members or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- G. Apply copper naphthenate field treatment to comply with AWPAC M4, to cut surfaces of preservative-treated lumber.
- H. Securely attach exterior rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. ICC-ES AC70 for power-driven fasteners.
 - 2. "Fastening Schedule" in ICC's International Building Code.
 - 3. "Fastener Schedule for Structural Members" and "Alternate Attachments" in ICC's International Residential Code for One- and Two-Family Dwellings.
- I. Use common wire nails unless otherwise indicated. Select fasteners of size that do not fully penetrate members where opposite side is exposed to view. Make tight connections between members. Install fasteners without splitting wood; do not countersink nail heads unless otherwise indicated.

END OF SECTION 06 10 63

SECTION 06 15 00 – WOOD DECKING (COMPOSITE)

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Composite Decking (Trex Transcend and Trex Enhance)

1.2 RELATED SECTIONS

- A. Section 06 10 63 – Exterior Rough Carpentry

1.3 REFERENCES

- A. ASTM D-7032-04: Standard Specification for Establishing Performance Ratings for Wood-Plastic Composite Deck Boards and Guardrail Systems (Guards or Handrails), ASTM International.
- B. ASTM D-7031-04: Standard Guide for Evaluating Mechanical and Physical Properties of Wood-Plastic Composite Products, ASTM International
- C. ASTM E-84-01: Test Method for Surface Burning Characteristics of Building Materials, ASTM International.
- D. ASTM D 570: Water Absorption of Plastics
- E. ASTM D 1761: Mechanical Fasteners in Wood
- F. ASTM D -1413-99: Test method for Wood Preservatives by Laboratory Soil-block Cultures
- G. ASTM C177: Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus

1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Structural Performance:
 - 1. Deck: Uniform Load – 100 lbf/sq.ft.
- B. Fire-Test Response Characteristics per ASTM E-84

1.5 SUBMITTALS

- A. Product Data Indicate sizes, profiles, surface style, and performance characteristics.
- B. Samples: For each product specified, one sample representing actual product color, size, and finish.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store Trex products on a flat and level surface. Adjust support blocks accordingly.
- B. Support Trex bundles on supplied dunnage.
- C. When stacking Trex bundles, supports should start at each end and be spaced 2' (0.61m) on center. Supports should align vertically.
- D. Do not stack Trex higher than 6 bundles on 12' high.
- E. Keep material covered using the provided bundle cover until time of installation.
- F. See www.trex.com for detailed storage recommendations.

1.7 WARRANTY

- A. Provide manufacturer's warranty against rot, decay, splitting, checking, splintering, fungal damage, and termite damage for a period of 25 years for a residential installation and 10 years for a commercial installation. In addition, provide the Trex Transcend and Trex Enhance Fade and Stain Warranty against food staining and fading beyond 5 Delta E (CIE units) for a period of 25 years for a residential installation and 10 years for a commercial installation. Specific terms for warranties can be found at; www.Trex.com

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Contract Documents are based on products supplied by;
Trex Company, Inc.
160 Exeter Dr., Winchester, VA 22603
- B. Substitutions: Refer to Division 01 requirements for substitution procedures.

2.2 APPLICATIONS / SCOPE

- A. Wood-Plastic Composite Lumber:
1. Material Description: Composite Decking consisting of recycled Linear Low Density Polyethylene (LLDPE) and recycled wood. The product is extruded into shapes and sizes as follows:
 - a. Trex Transcend and Trex Enhance Decking Boards; 1 x 5.5"
 - b. Lengths – 12, 16 and 20 feet
 - c. Color – Rope Swing
 2. Physical and Mechanical Properties as follows:

Test	Test Method	Value	
Flame spread	ASTM E 84	60	
Thermal Expansion	ASTM D 1037	1.9 x 10-5 inch/inch/degreeF	
Moisture Absorption	ASTM D 1037	< 1%	
Nail Withdrawal	ASTM D1761	163 lbs/in	
Screw Withdrawal	ASTM D1761	558 lbs/in	
Fungus Resistance	ASTM D1413	Rating - no decay	
Termite Resistance	AWPAE1-72	Rating = 9.6	
		Ultimate (Typical)Values *	Design Values
Compression Parallel	ASTM D198	1588 psi	540 psi
Compression Perpendicular	ASTM D143	1437 psi	540 psi
Bending Strength	ASTM D198	3280 psi	500 psi
Shear Strength	ASTM D143	1761 psi	360 psi
Modulus of Elasticity	ASTM D4761	495,000psi	200,000 psi
Modulus of Rupture	ASTM D4761	3800 psi	1800 psi

* Ultimate strength values are not meant for design analysis. Design values are for temperatures up to 130F (54C)

2.3 ACCESSORIES

- A. Fasteners:
1. Trex Universal Hideaway Hidden Fasteners

2. Screws; See - <http://s7d4.scene7.com/is/content/Trex/Installation%20Guide%202013.pdf> for the updated recommendations on fasteners.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install according to Trex installation guidelines.
<http://s7d4.scene7.com/is/content/Trex/Installation%20Guide%202013.pdf>
- B. Cut, drill, and rout using carbide tipped blades.
- C. Do not use composite wood material for structural applications.

3.2 CLEANING

- A. Follow cleaning recommendations as found in Trex installation guide at;
<http://s7d4.scene7.com/is/content/Trex/Installation%20Guide%202013.pdf>

END OF SECTION 06 15 00

SECTION 07 92 00 - JOINT SEALANTS

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. Section Includes:
 1. Silicone joint sealants.
 2. Nonstaining silicone joint sealants.
 3. Urethane joint sealants.
 4. Immersible joint sealants.
 5. Silyl-terminated polyether joint sealants.
 6. Mildew-resistant joint sealants.
 7. Polysulfide joint sealants.
 8. Butyl joint sealants.
 9. Latex joint sealants.

1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch-wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Joint-Sealant Schedule: Include the following information:
 1. Joint-sealant application, joint location, and designation.
 2. Joint-sealant manufacturer and product name.
 3. Joint-sealant formulation.
 4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Product Test Reports: For each kind of joint sealant, for tests performed by a qualified testing agency.
- C. Preconstruction Laboratory Test Schedule: Include the following information for each joint sealant and substrate material to be tested:
 1. Joint-sealant location and designation.
 2. Manufacturer and product name.

3. Type of substrate material.
4. Proposed test.
5. Number of samples required.
- D. Preconstruction Laboratory Test Reports: From sealant manufacturer, indicating the following:
 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 2. Interpretation of test results and written recommendations for primers and substrate preparation are needed for adhesion.
- E. Preconstruction Field-Adhesion-Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.
- F. Field-Adhesion-Test Reports: For each sealant application tested.
- G. Sample Warranties: For special warranties.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.
- B. Product Testing: Test joint sealants using a qualified testing agency.
 1. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.
- C. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

1.6 PRECONSTRUCTION TESTING

- A. Preconstruction Laboratory Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
 1. Adhesion Testing: Use ASTM C 794 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
 2. Compatibility Testing: Use ASTM C 1087 to determine sealant compatibility when in contact with glazing and gasket materials.
 3. Stain Testing: Use ASTM C 1248 to determine stain potential of sealant when in contact with masonry substrates.
 4. Submit manufacturer's recommended number of pieces of each type of material, including joint substrates, joint-sealant backings, and miscellaneous materials.
 5. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
 6. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures, including use of specially formulated primers.
 7. Testing will not be required if joint-sealant manufacturers submit data that are based on previous testing, not older than 24 months, of sealant products for adhesion to, staining of, and compatibility with joint substrates and other materials matching those submitted.
- B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:

1. Locate test joints where indicated on Project or, if not indicated, as directed by Owner.
2. Conduct field tests for each kind of sealant and joint substrate.
3. Notify Owner seven days in advance of dates and times when test joints will be erected.
4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
 - a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1.1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.7 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 2. When joint substrates are wet.
 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.8 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 2. Disintegration of joint substrates from causes exceeding design specifications.
 3. Mechanical damage caused by individuals, tools, or other outside agents.
 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS**2.1 JOINT SEALANTS, GENERAL**

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Owner from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

- A. Silicone, S, NS, 100/50, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.
- B. Silicone, S, NS, 35, NT: Single-component, nonsag, plus 35 percent and minus 35 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 35, Use NT.
- C. Silicone, Acid Curing, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.
- D. Silicone, S, NS, 50, T, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Uses T and NT.
- E. Silicone, S, P, 100/50, T, NT: Single-component, pourable, plus 100 percent and minus 50 percent movement capability traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade P, Class 100/50, Uses T and NT.
- F. Silicone, M, P, 100/50, T, NT: Multicomponent, pourable, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type M, Grade P, Class 100/50, Uses T and NT.

2.3 NONSTAINING SILICONE JOINT SEALANTS

- A. Nonstaining Joint Sealants: No staining of substrates when tested according to ASTM C 1248.
- B. Silicone, Nonstaining, S, NS, 100/50, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.
- C. Silicone, Nonstaining, S, NS, 100/50, T, NT: Nonstaining, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, traffic- and nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Uses T and NT.

2.4 URETHANE JOINT SEALANTS

- A. Urethane, S, NS, 25, NT: Single-component, nonsag, nontraffic-use, plus 25 percent and minus 25 percent movement capability, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.
- B. Urethane, S, NS, 25, T, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Uses T and NT.
- C. Urethane, S, P, 25, T, NT: Single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade P, Class 25, Uses T and NT.

- D. Urethane, M, NS, 25, NT: Multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS, Class 25, Use NT.
- E. Urethane, M, NS, 25, T, NT: Multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS, Class 25, Uses T and NT.
- F. Urethane, M, P, 25, T, NT: Multicomponent, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade P, Class 25, Uses T and NT.

2.5 IMMERSIBLE JOINT SEALANTS

- A. Immersible Joint Sealants. Suitable for immersion in liquids; ASTM C 1247, Class 1; tested in deionized water unless otherwise indicated
- B. Urethane, Immersible, S, NS, 100/50, NT, I: Immersible, single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Uses NT, and I.
- C. Urethane, Immersible, S, NS, 50, T, NT, I: Immersible, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Uses T, NT, and I.
- D. Urethane, Immersible, S, NS, 25, T, NT, I: Immersible, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Uses T, NT, and I.
- E. Urethane, Immersible, S, P, 25, T, NT, I: Immersible, single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade P, Class 25, Uses T, NT, and I.
- F. Urethane, Immersible, M, NS, 50, T, NT, I: Immersible, multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS, Class 50, Uses T, NT, and I.
- G. Polysulfide, Immersible, M, NS, 25, T, NT, I: Immersible, multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, polysulfide joint sealant; ASTM C 920, Type M, Grade NS, Class 25, Uses T, NT, and I.

2.6 SILYL-TERMINATED POLYETHER (STPE) JOINT SEALANTS

- A. STPE, S, NS, 50, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, silyl-terminated polyether joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.
- B. STPE, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, silyl-terminated polyether joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.
- C. STPE, S, NS, 50, T, NT: Single-component, nonsag, plus 50 percent and minus 50 percent movement capability, traffic- and nontraffic-use, silyl-terminated polyether joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Uses T and NT.
- D. STPE, S, NS, 25, T, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, silyl-terminated polyether joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Uses T and NT.
- E. Mildew-Resistant Joint Sealants: Formulated for prolonged exposure to humidity with fungicide to prevent mold and mildew growth.

- F. Silicone, Mildew Resistant, Acid Curing, S, NS, 25, NT: Mildew-resistant, single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, acid-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.
- G. STPE, Mildew Resistant, S, NS, 50, NT: Mildew-resistant, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, silyl-terminated polyether joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.

2.7 POLYSULFIDE JOINT SEALANTS

- A. Polysulfide, S, NS, 25, NT: Single-component, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, polysulfide joint sealant; ASTM C 920, Type S, Grade NS, Class 25, Use NT.
- B. Polysulfide, M, NS, 25, T, NT: Multicomponent, nonsag, plus 25 percent and minus 25 percent movement capability, nontraffic-use, polysulfide joint sealant; ASTM C 920, Type M, Grade NS, Class 25, Use NT.
- C. Polysulfide, M, P, 25, T, NT: Multicomponent, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, polysulfide joint sealant; ASTM C 920, Type M, Grade P, Class 25, Uses T and NT.

2.8 BUTYL JOINT SEALANTS

- A. Butyl-Rubber-Based Joint Sealants: ASTM C 1311.

2.9 LATEX JOINT SEALANTS

- A. Acrylic Latex: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.

2.10 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type B (bicellular material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.11 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.

3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 1. Place sealants so they directly contact and fully wet joint substrates.
 2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 1. Remove excess sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.
 4. Provide flush joint profile at locations indicated on Drawings according to Figure 8B in ASTM C 1193.
 5. Provide recessed joint configuration of recess depth and at locations indicated on Drawings according to Figure 8C in ASTM C 1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
 1. Extent of Testing: Test completed and cured sealant joints as follows:
 - a. Perform 10 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.
 - b. Perform one test for each 1000 feet of joint length thereafter or one test per each floor per elevation.
 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 3. Inspect tested joints and report on the following:
 - a. Whether sealants filled joint cavities and are free of voids.
 - b. Whether sealant dimensions and configurations comply with specified requirements.
 - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.
 4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.

5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.7 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces.
 1. Joint Locations:
 - a. Control and expansion joints in brick pavers.
 - b. Isolation and contraction joints in cast-in-place concrete slabs.
 - c. Joints between plant-precast architectural concrete paving units.
 - d. Joints in stone paving units, including steps.
 - e. Tile control and expansion joints.
 - f. Joints between different materials listed above.
 - g. Other joints as indicated on Drawings.
 2. Joint Sealant: Urethane, M, P, 50, T, NT.
 3. Joint-Sealant Color: As selected by Owner from manufacturer's full range of colors.
- B. Joint-Sealant Application: Exterior joints in horizontal traffic surfaces subject to water immersion.
 1. Joint Locations:
 - a. Joints in pedestrian plazas.
 - b. Other joints as indicated on Drawings.
 2. Joint Sealant: Urethane, immersible, S, P, 25, T, NT, I.
 3. Joint-Sealant Color: As selected by Owner from manufacturer's full range of colors.
- C. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
 1. Joint Locations:
 - a. Construction joints in cast-in-place concrete.
 - b. Control and expansion joints in unit masonry.
 - c. Joints between metal panels.
 - d. Joints between different materials listed above.
 - e. Perimeter joints between materials listed above and frames of doors, windows and louvers.
 - f. Control and expansion joints in ceilings and other overhead surfaces.
 - g. Other joints as indicated on Drawings.

2. Joint Sealant: Silicone, nonstaining, S, NS, 50, NT.
3. Joint-Sealant Color: As selected by Owner from manufacturer's full range of colors.
- D. Joint-Sealant Application: Interior joints in horizontal traffic surfaces.
 1. Joint Locations:
 - a. Isolation joints in cast-in-place concrete slabs.
 - b. Other joints as indicated on Drawings.
 2. Joint Sealant: Urethane, S, P, 25, T, NT
 3. Joint-Sealant Color: As selected by Owner from manufacturer's full range of colors.
- E. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.
 1. Joint Locations:
 - a. Control and expansion joints on exposed interior surfaces of exterior walls.
 - b. Vertical joints on exposed surfaces of unit masonry, concrete and partitions.
 - c. Other joints as indicated on Drawings.
 2. Joint Sealant: Urethane, S, NS, 25, NT.
 3. Joint-Sealant Color: As selected by Owner from manufacturer's full range of colors.
- F. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces not subject to significant movement.
 1. Joint Locations:
 - a. Control joints on exposed interior surfaces of exterior walls.
 - b. Perimeter joints between interior wall surfaces and frames of interior doors
 - c. Other joints as indicated on Drawings.
 2. Joint Sealant: Acrylic latex.
 3. Joint-Sealant Color: As selected by Owner from manufacturer's full range of colors.
- G. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.
 1. Joint Locations:
 - a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
 - b. Other joints as indicated on Drawings.
 2. Joint Sealant: Silicone, mildew resistant, acid curing, S, NS, 25, NT.
 3. Joint-Sealant Color: As selected by Owner from manufacturer's full range of colors.
- H. Joint-Sealant Application: Concealed mastics.
 1. Joint Locations:
 - a. Aluminum thresholds.
 - b. Sill plates.
 - c. Other joints as indicated on Drawings.
 2. Joint Sealant: Butyl-rubber based.
 3. Joint-Sealant Color: As selected by Owner from manufacturer's full range of colors.

END OF SECTION 07 92 00

SECTION 10 14 00 - SIGNAGE

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 following:
 - 1. Panel signs.

1.3 DEFINITIONS

- A. ADA-ABA Accessibility Guidelines: U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines."

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show fabrication and installation details for sign panels.
 - 1. Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories.
- C. Samples for Initial Selection: Manufacturer's color charts consisting of actual units or sections of units showing the full range of colors available for the following:
 - 1. Aluminum.
 - 2. Acrylic sheet.
- D. Samples for Verification: For each of the following products and for the full range of color, texture, and sign material indicated, of sizes indicated:
 - 1. Aluminum: For each form, finish, and color, on 6-inch-long sections of extrusions and squares of sheet at least 4 by 4 inches.
 - 2. Acrylic Sheet: 8 by 10 inches for each color required.
 - 3. Frame: 6-inch-long sections of each profile.
- E. Sign Schedule: Use same designations indicated on Drawings.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and fabricator.
- B. Warranty: Special warranty specified in this Section.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For signs to include in maintenance manuals.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Fabricator of products.

- B. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
- C. Source Limitations for Signs: Obtain each sign type indicated from one source from a single manufacturer.
- D. Regulatory Requirements: Comply with applicable provisions in ICC/ANSI A117.1.

1.8 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit installation of signs in exterior locations to be performed according to manufacturers' written instructions and warranty requirements.
- B. Field Measurements: Verify recess openings by field measurements before fabrication and indicate measurements on Shop Drawings.

1.9 COORDINATION

- A. Coordinate placement of anchorage devices with templates for installing signs.

1.10 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Deterioration of metal and polymer finishes beyond normal weathering.
 - b. Deterioration of embedded graphic image colors and sign lamination.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PANEL SIGNS

- A. Panel Sign: Sign with smooth, uniform surfaces and precisely formed lines and profiles; and as follow:
 - 1. Frame: to hold changeable sign panel.
 - a. Material: Aluminum
 - b. Material Thickness: 1/8 inch
 - c. Frame Depth: 2 inches
 - d. Profile: Square
 - e. Corner Condition in Elevation: Square
 - f. Finish and Color: clear anodized finish

2.2 MATERIALS

- A. Aluminum Castings: ASTM B 26/B 26M, of alloy and temper recommended by sign manufacturer for casting process used and for use and finish indicated.
- B. Aluminum Sheet and Plate: ASTM B 209, alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of Alloy 5005-H32.
- C. Aluminum Extrusions: ASTM B 221, alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of Alloy 6063-T5.

- D. Acrylic Sheet: ASTM D 4802, Category A-1 (cell-cast sheet), Type UVA (UV absorbing).

2.3 ACCESSORIES

- A. Anchors and Inserts: Provide nonferrous-metal or hot-dip galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Use toothed steel or lead expansion-bolt devices for drilled-in-place anchors. Furnish inserts, as required, to be set into concrete or masonry work.

2.4 FABRICATION

- A. General: Provide manufacturer's standard signs of configurations indicated.
1. Welded Connections: Comply with AWS standards for recommended practices in shop welding. Provide welds behind finished surfaces without distortion or discoloration of exposed side. Clean exposed welded surfaces of welding flux and dress exposed and contact surfaces.
 2. Mill joints to tight, hairline fit. Form joints exposed to weather to exclude water penetration.
 3. Preassemble signs in the shop to greatest extent possible. Disassemble signs only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation, in location not exposed to view after final assembly.
 4. Conceal fasteners if possible; otherwise, locate fasteners where they will be inconspicuous.

2.5 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.6 ALUMINUM FINISHES

- A. Clear Anodic Finish: Manufacturer's standard Class 1 clear anodic coating, 0.018 mm or thicker, over a satin (directionally textured) mechanical finish, complying with AAMA 611.

2.7 ACRYLIC SHEET FINISHES

- A. Colored Coatings for Acrylic Sheet: For copy and background colors, provide colored coatings, including inks, dyes, and paints, that are recommended by acrylic manufacturers for optimum adherence to acrylic surface and that are UV and water resistant for three years for application intended.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
- B. Verify that items, including anchor inserts, and electrical power are sized and located to accommodate signs.

- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Locate signs and accessories where indicated, using mounting methods of types described and complying with manufacturer's written instructions.
1. Install signs level, plumb, and at heights indicated, with sign surfaces free of distortion and other defects in appearance.
- B. Wall-Mounted Signs: Comply with sign manufacturer's written instructions except where more stringent requirements apply.
1. Shim Plate Mounting: Provide 1/8-inch-thick, concealed aluminum shim plates with predrilled and countersunk holes, at locations indicated, and where other mounting methods are not practicable. Attach plate with fasteners and anchors suitable for secure attachment to substrate. Attach panel signs to plate using method specified above.
 2. Mechanical Fasteners: Use nonremovable mechanical fasteners placed through predrilled holes. Attach signs with fasteners and anchors suitable for secure attachment to substrate as recommended in writing by sign manufacturer.

3.3 CLEANING AND PROTECTION

- A. After installation, clean soiled sign surfaces according to manufacturer's written instructions. Protect signs from damage until acceptance by Owner.

END OF SECTION 10 14 00

SECTION 10 73 00 – PROTECTIVE COVERS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Protective covers.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's product data, storage and handling requirements and recommendations, installation methods and available colors, styles, patterns and textures.
- B. Shop Drawings: Submit manufacturer's shop drawings, including plans and elevations, indicating overall dimensions.
- C. Samples: Submit manufacturer's samples of materials, finishes, and colors.
- D. Warranty: Manufacturer's standard warranty.

1.3 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Manufacturer regularly engaged in manufacture of site furnishings since 1969.
- B. Product Support: Products are supported with complete engineering drawings and design patents.
- C. Base Worth: An installed base of products worth in excess of one hundred million dollars.
- D. Assets: Excess of twenty million dollars in assets.
- E. Production: Schedule for production is order dependent.
- F. Facility Operator: Welders and machine operators are certified.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage: Store materials in clean, dry area in accordance with manufacturer's instructions. Keep materials in manufacturer's original, unopened containers and packaging until installation.
- C. Handling: Protect materials and finish during handling and installation to prevent damage.

1.5 WARRANTY

- A. Warranty Information:
 - 1. Landscape Forms, Inc. warrants all products (other than noted exceptions) to be free from defects in material and/or workmanship for a period of three years from date of invoice.
 - 2. The warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence, or abuse.
 - 3. Landscape Forms, Inc. shall, at its option, repair, replace, or refund the purchase price of any items found defective upon inspection by an authorized Landscape Forms service representative.
 - 4. Purchasers should be aware that normal use of these high-quality products can result in superficial damage affecting the finish. Scratches, nicks, and dents are to be considered normal wear and tear and are not the responsibility of the manufacturer.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. **Landscape Forms, Inc.**
7800 E. Michigan Ave., Kalamazoo, Michigan 49048
Phone: (800) 521-2546 Fax (269) 381-3455
Website: www.landscapeforms.com
E-mail: specify@landscapeforms.com

2.2 STRUCTURE

- A. Upfit:
B. Size:
1. 192 inches length x 129 inches width x 122 inches height
C. Roof Option:
1. Louvered roof
D. Lighting Options:
1. No Lighting
E. Wall Panels:
1. Slat wall
a. 72-inch height, qty: 4
b. 108-inch height, qty: 2
2. Glass wall
a. 36-inch height, qty: 4
b. 72-inch height, qty: 2
F. Accessories:
1. No Accessories

2.3 MATERIALS

- A. Product: StruXure Slide; Pre-engineered, sun control and wet weather roof structure with columns and beams supporting a louvered roof composed of one or more zones of sliding, pivoting, interlocking, and drainable louvers; including, gutter and drain system, and specified additional components.
1. Engineering:
 - a. Design sun control structure for dead load, specified live load, calculated additional uniform dead load, additional concentrated dead loads required for equipment, and combinations of these loads.
 - b. Load reduction due to tributary loaded area not allowed.
 - c. Basic design loads:
 - 1) Roof live load: 20 pounds per square foot.
 - 2) Wind velocity: As required by authorities having jurisdiction.
 - 3) Collateral loads: Calculated additional dead load, in pounds per square foot, for plumbing, heating and cooling, and lighting.
 - 4) Beams: Maximum live load deflection of L/360.
 2. Materials:
 - a. Extruded structural aluminum tube: Types 6061-T6, or 6063-T6 alloy and temper; meeting ASTM B429.

- b. Extruded aluminum shapes: Type 6063-T6 alloy and temper; meeting ASTM B221, and B429.
 - c. Stainless steel pins: Type 304; meeting ASTM A276.
- B. Components:
 - 1. Posts: 6 inches x 6 inches extruded structural aluminum tubes with post mounting bases, brackets, and beam to post connectors.
 - 2. Beams: Extruded structural aluminum tubes
 - a. Post and beam sizes: [As noted on approved shop drawings].
 - b. Post and beam thicknesses: [As noted on approved shop drawings].
 - 3. Slide System: Extruded aluminum and sliding mechanism for crank operation.
 - 4. Pivot System: Extruded aluminum; U-shaped pivot bars, T-shaped track bars, and cap bars; stainless steel pivot and track pins; beam to post connectors, and pivoting mechanism for crank operation.
 - 5. Louvers: Extruded aluminum; interlocking, drainable louvers mounted in pivot system with 170-degree rotation.
 - 6. Pivot pins: 1/2-inch diameter.
 - 7. Track pins: 5/16-inch diameter.
 - 8. Gutters: Extruded aluminum; straight gutters, corners, and pass-through gutter configurations.
 - a. Depth: 5 inches.
 - b. Lengths: [As noted on approved shop drawings].
 - c. Color-matched caulk provided for expansion joints and gutter abutments.
 - 9. Snap-on covers and trim: Aluminum fabrications as recommended by manufacturer.
 - 10. Crank operator.
 - 11. Wall panels:
 - a. Slat walls: slats are 6005A-T5 aluminum extrusions, bolted to 6005A-T5 extruded aluminum frames.
 - b. Glass walls: Brackets are 2" x 2" aluminum extrusions welded to aluminum plates, bolted to a crl brushed nickel z-series square-type flat base zinc clamp for 3/8" glass. Glass is tempered, and available in a variety of colors.

2.4 ACCESSORIES

- A. Metal screws: #12 or #14 x 1 inch (25.4 mm), self-tapping; Type 410 stainless steel meeting ASTM A276; unless noted otherwise. Flat head screws used for structural beams in visible areas, all other attachment areas use hex head with flange screws.
- B. Concrete and masonry screws: 1/4 inch (6.35 mm) diameter by length required, Hex-head or Phillips flat-head; Type 410 stainless steel meeting ASTM A276; unless noted otherwise.
- C. Metal flashing: Minimum, 0.040 inch (1 mm) thick aluminum sheet, or as recommended by manufacturer; match color of other members; attach flashing with concealed fasteners, or exposed fasteners with heads finished to match color of other members.
- D. Joint sealers: Recommended by manufacturer.

2.5 RECYCLED CONTENT

- A. Upfit:
 - 1. Contact Landscape Forms for recycled content based on configuration.

2.6 FINISHES

- A. Finish on metal components:
 - 1. Color:
 - a. Structure: Onyx
 - b. Louvered Roof: Onyx
 - c. Wall/accessories: Onyx
 - 2. Glass wall panels:
 - a. Glass color: Red, Yellow, Orange.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that conditions of work previously installed under other sections or contracts are acceptable for installation of sun control structures in accordance with manufacturer's written instructions and approved submittals.
 - 1. Notify Architect of unacceptable conditions upon discovery.
 - 2. Proceed with preparation and installation only after unacceptable conditions have been corrected.

3.2 PREPARATION

- A. Prepare footings and mounting locations for installation of posts and beams in accordance with manufacturer's written instructions and approved submittals.

3.3 INSTALLATION

- A. Installation of sun control structures will be completed by licensed/trained corporate install team provided by StruXure and in accordance with manufacturer's written instructions and approved submittals.

3.4 CLEANING

- A. Clean-up waste and debris daily during installation.
- B. Upon completion, remove surplus materials, remaining debris, tools and equipment.
- C. Collect recyclable waste and dispose of as specified.

3.5 PROTECTION

- A. Protect installed products from damage during subsequent construction.
- B. Repair damage to adjacent materials caused by installation of sun control structures.

3.6 MAINTENANCE

- A. Provide annually renewable maintenance program furnished by manufacturer's authorized dealer, and beginning at Date of Substantial Completion, for Owner's consideration.

3.7 ATTACHMENTS

- A. See contract drawings for schedule of items/products/equipment, location and other coordinating data.

END OF SECTION 10 73 00

SECTION 12 93 00 - SITE FURNISHINGS

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. Section Includes:
 - 1. Benches (BE)
 - 2. Planters (PP)
 - 3. Tables (TA)

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.
- C. Samples for Initial Selection: For units with factory-applied finishes.
- D. Samples for Verification: For each type of exposed finish, not less than 6-inch long linear components and 4-inch square sheet components.
- E. Product Schedule: For site furnishings. Use same designations indicated on Drawings.

1.4 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For site furnishings.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For site furnishings to include in maintenance manuals.

PART 2 - PRODUCTS

2.1 BASIS-OF-DESIGN MANUFACTURER

- A. **Landscape Forms, Inc.**
7800 E. Michigan Ave.
Kalamazoo, Michigan 49048
Phone: (800) 521-2546 Fax: (269) 381-3455
Website: www.landscapeforms.com
E-mail: specify@landscapeforms.com

2.2 BENCHES (BE)

- A. "Parc Vue" Benches
- B. Style:
 - 1. Backed
 - a. Depth: 25-3/4 inches.
 - b. Overall Height: 35-1/2 inches

- C. Length: 72 inches
- D. Mounting:
 - 1. Freestanding.
- E. Optional Divider:
 - 1. Center Divider.

2.3 PLANTERS (PP)

- A. "Sorella" Planters
- B. Style:
 - 1. Square 30 inches x 30 inches
 - a. Height: 30 inches

2.4 TABLES (TA)

- A. "Charlie" Picnic Tables
- B. Size:
 - 1. Table Top
 - a. Height: 30 inches.
 - b. Width: 38-3/8 inches.
 - c. Length: 67 inches.
 - 2. Seating:
 - a. Height: 18-1/4 inches.
 - b. Width: 12-1/4 inches.
 - c. Length: 66 inches.
 - 3. Overall:
 - a. Height: 30 inches.
 - b. Width: 67 inches.
 - c. Length: 67 inches.
- C. Mounting:
 - 1. Surface Mounted
- D. Option:
 - 1. Without Umbrella Hole

2.5 MATERIALS

- A. Parc Vue Benches:
 - 1. End Frames: 3/4" thick steel plate.
 - 2. Center Tubes: Tubes between end frames are 1-1/2" outer diameter x 0.120" wall steel tube.
 - 3. Profile Rods: Three profile rods welded along the length of the bench to hold the shape of the seat. These rods are formed from 1/2" diameter steel.
 - 4. Divider: Divider is made of 319 sand cast aluminum; Attachment brackets are made of formed stainless steel.
 - 5. Seat Slats: 1-1/2" x 0.188" steel, slates and stretcher tubes are perimeter welded to the end frames to provide excellent strength and rust prevention.
 - 6. Mounting:

- a. Freestanding: Freestanding units have nylon 6-6-400 glides installed.
- 7. Fasteners: Seat dividers are attached with Magni coated carbon steel fasteners.
- B. Sorella Planters:
 - 1. Side Panels: Carbon steel ASTM A 1011 hot rolled pickled and oiled commercial steel type B, 14 gauge (.0747") formed. Seams are welded.
 - 2. Corner Glides and Interior Base: Constructed of compression-molded recycled plastic resulting from an innovative, patented melting process that utilizes 100% post-consumer and post-industrial waste, attached to metal panels with black magni-coated carbon steel 1/4-10 Pan head torx drive screws.
 - 3. Watertight sealing gasket: Constructed of black butyl tape, 3/8" wide.
 - 4. Surface mount corner glides: Constructed of cast aluminum, secured to the planter with black magni-coated carbon steel 1/4-10 Pan head torx drive screws.
 - 5. Anchoring hardware: (2) Stainless steel drop-in screw anchors for 1/2-13 screw, Ø 5/8" x 2" length with custom magni-coated bolt that has 1/2-13 x 17/32 length thread. Bolt is secured to aluminum glides with 1/4-20 x 1/2" magni-coated slotted set screw. Anchoring hardware is included.
- C. Charlie Picnic Table:
 - 1. Picnic Table Frame: Picnic table frame is type 319 ASTM B 26 aluminum sand casting.
 - 2. Tabletop insert: Tabletops are .135" thick (10 gauge) ASTM A 1011 hot rolled pickled and oiled commercial steel type B with welded on stainless steel standoffs for bolting to table frame casting. Foam tape is used between tabletop insert and casting frame for vibration damping.
 - 3. Tabletop mounting plate: Tabletop plate is 3/8" thick hot rolled pickled and oiled ASTM A36 steel plate. Tabletop assembly attaches to mounting plate with 5/16-18 Magni 565 coated carbon steel fasteners.
 - 4. Table legs: Legs are 3/4" x 3" 1044 HR P&O with full harden and temper to Rc 45-50. Legs are welded to tabletop mounting plate.
 - 5. Seat Frame: Seat frame is type 319 ASTM B 26 aluminum sand casting.
 - 6. Seat Insert: Seat insert panels are .135" thick (10 gauge) ASTM A 1011 hot rolled pickled and oiled commercial steel type B with welded on stainless steel standoffs for bolting to seat frame casting.
 - 7. Seat mounting plate: Seat mounting plate is .179" thick (7 gauge) ASTM A 1011 hot rolled pickled and oiled commercial steel type B. Seat assembly attaches to mounting plate with 5/16-18 Magni 565 coated carbon steel fasteners.
 - 8. Surface Mount Glide: Glide is 304 Stainless with 7/16" diameter hole for anchoring. Glide is welded to table leg.
 - 9. Fasteners: All threaded fasteners are stainless steel or Magni 565 coated carbon steel.

2.6 RECYCLED CONTENT

- A. Parc Vue Benches:
 - 1. Post-Consumer Material Content: Minimum 59 percent.
 - 2. Pre-Consumer Material Content: Minimum 31 percent.
 - 3. Recyclable: 100 percent.
- B. Sorella Planters:

1. Post-Consumer Material Content: Minimum 57 percent.
 2. Pre-Consumer Material Content: Minimum 33 percent.
 3. Recyclable: 100 percent.
- C. Charlie Picnic Tables:
1. Post-Consumer Material Content: Minimum 50 percent.
 2. Pre-Consumer Material Content: Minimum 29 percent.
 3. Recyclable: 100 percent.

2.7 FABRICATION

- A. Shop assembled benches and planters.

2.8 FINISHES

- A. Finish on Metal: Landscape Forms, Inc. "Pangard II".
1. Primer: Rust inhibitor.
 2. Topcoat: Thermosetting polyester powder coat. UV, chip, and flake resistant.
 3. Test Results: "Pangard II".
 - a. Gloss, Garner 60 Degrees, ASTM D 523: Plus or minus 5.
 - b. UV Resistance, Color and Gloss, ASTM G 155, Cycle 7: Delta E less than 2 at 2.0 mils and less than 20 percent loss.
 - c. Cross-Hatch Adhesion, ASTM D 3359, Method B: 100 percent pass.
 - d. Flexibility Test, Mandrel, ASTM D 522: 3 mm at 2 mils.
 - e. Erichsen Cupping, ISO 1520: 8 mm.
 - f. Impression Hardness, Buchholz, ISO 2815: 95.
 - g. Impact Test, ASTM D 2794: 60 inches/pound at 2.5 mils
 - h. Pencil Hardness, ASTM D 3363: 2H minimum.
 - i. Corrosion Resistance, 1,500-Hour Test, ASTM B 117: Max. undercutting 1 mm.
 - j. Humidity Resistance, 1,500-Hour Test, ASTM D 2247: Max. blisters 1 mm.
 4. Bench Color: Onyx
 5. Planter Color: Onyx
 6. Picnic Table Color: Onyx

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.
- B. Unless otherwise indicated, install site furnishings after landscaping and paving have been completed.

- C. Install site furnishings level, plumb, true, and securely anchored at locations indicated on Drawings.

3.3 ADJUSTING

- A. Finish Damage: Repair minor damages to finish in accordance with manufacturer's instructions and as approved by Architect.
- B. Component Damage: Remove and replace damaged components that cannot be successfully repaired as determined by Architect.

3.4 CLEANING

- A. Clean planters promptly after installation in accordance with manufacturer's instructions.
- B. Do not use harsh cleaning materials or methods that could damage finish.

3.5 PROTECTION

- A. Protect installed planters to ensure that, except for normal weathering, planters will be without damage or deterioration at time of Substantial Completion.

END OF SECTION 12 93 00

SECTION 31 10 00 - SITE CLEARING**PART 1 - GENERAL****1.1 SUMMARY**

- A. Section Includes:
 - 1. Protecting existing vegetation to remain.
 - 2. Removing existing vegetation.
 - 3. Clearing and grubbing.
 - 4. Stripping and stockpiling topsoil.
 - 5. Removing above- and below-grade site improvements.
 - 6. Disconnecting, capping, or sealing site utilities.
 - 7. Temporary erosion and sedimentation control.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 MATERIAL OWNERSHIP

- A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site and legally disposed of.

1.4 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing. Provide a minimum of three full working days advance notification.
- C. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place.

1.5 SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and planting, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
 - 1. Use sufficiently detailed photographs or electronic video recordings.
- B. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, land mechanical conditions.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 31 20 00 "Earth Moving."
 - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Provide flagging to delineate limits of areas to be cleared or grubbed. Review at site with Architect / Engineer before commencing removal of trees, vegetation, and other materials to be removed.
- B. Replace flagging that is lost, removed, or destroyed, until clearing and grubbing work is complete and Architect / Engineer allows removal of flagging.
- C. Protect and maintain benchmarks and survey control points from disturbance during construction.
- D. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed.
- E. Protect existing site improvements to remain from damage during construction. Existing site improvements include, but are not limited to, streets, sidewalks, curbs, driveways, structures, underground facilities to remain, and adjacent properties.
 - 1. Restore any damaged improvements shown to remain and be protected to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones, the 100 year floodplain, or adjacent wetlands.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

- A. Protect trees and plants remaining on-site.

3.4 EXISTING UTILITIES

- A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
 - 1. Arrange with utility companies to shut off indicated utilities.

- B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Architect / Engineer not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Architect / Engineer written permission.

3.5 CLEARING AND GRUBBING

- A. Prior to start of construction, the Contractor shall verify the limits of trees and other items that are to be saved. The Contractor shall then clear the site or trench excavation area of all remaining trees, brush, and other miscellaneous items that are not to be saved.
- B. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
1. Grind down stumps and remove roots larger than 3 inches in diameter, obstructions, and debris to a depth of 18 inches below exposed subgrade.
 2. Use only hand methods or air spade for grubbing within protection zones.
 3. Chip removed tree branches.
 4. Do not use cleared or rubbed materials as fill, backfill, or in embankments.
- C. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.
- D. Stump Removal: Where trees or stumps are called out for removal on the plans, the Contractor shall grind down and remove existing stumps, including main roots (two (2) inch diameter and larger), to a depth of 18 inches below exposed grade and dispose of all associated debris offsite, and backfill the void with suitable material.

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depth encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
1. Remove subsoil and non-soil materials from topsoil, including clay lumps, gravel, trash, debris, weeds, roots, waste materials, and other objects more than 2 inches in diameter.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Prevent windblown dust and erosion by water.
1. Dispose of surplus topsoil.

3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate bases as indicated.
1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Do not burn clearing debris.
- C. Separate recyclable materials produced during site clearing from other non-recyclable materials. Store or stockpile without intermixing with other materials, and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 31 10 00

SECTION 31 20 00 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Excavating and filling for rough grading the Site.
2. Preparing subgrades for walks, pavements, turf and grasses, and plants.
3. Base course for concrete walks and pavements.
4. Base course for asphalt paving.
5. Excavating and backfilling trenches for utilities and pits for buried utility structures.
6. Removal of topsoil and subsoil.
7. Cutting, grading, filling, compacting and rough contouring the site for structures, walks, pavements, and drainage.

1.2 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the subbase course and paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

G. Fill: Soil materials used to raise existing grades.

H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material $\frac{3}{4}$ cu. Yd. or more in volume that exceed a standard penetration resistance of 100 blows/ 2 inches when tested by an independent geotechnical testing agency, according to ASTM D 1586.

I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

K. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct pre-excavation conference at Project site.

1.4 SUBMITTALS

- A. Material test reports.
 - 1. For each borrow soil material proposed for fill and backfill as follows:
 - a. Classification according to ASTM D 2487.
 - b. Laboratory compaction curve according to ASTM D 698 and ASTM D 1557.
- B. Product Data: For each type of the following manufactured products required:
 - 1. Controlled low-strength material, including design mixture.
 - 2. Warning tapes and/or tracing wire.
- C. Qualification Data: For qualified testing agency.
- D. Pre-excavation Photographs or Video Recording: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

1.5 QUALITY ASSURANCE

- A. Standards: Materials and methods of construction shall comply with the following standards:
 - 1. State of Ohio, Department of Transportation Construction & Material Specifications (ODOT CMS), most current edition. Where specified requirements conflict with CMS, the more stringent requirement shall prevail.

1.6 FIELD CONDITIONS

- A. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth-moving operations.
- B. Do not commence earth-moving operations until plant-protection measures specified in Section 01 56 39 "Temporary Tree and Plant Protection" are in place.
- C. Do not commence earth-moving operations until temporary erosion and sedimentation control measures are in place.
- D. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by owner or authorities having jurisdiction.
- E. The following practices are prohibited within protection zones, 100-year floodplain and wetlands:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.

7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- F. Do not direct vehicle or equipment exhaust towards protection zones, 100-year floodplains, and wetlands.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Unsatisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM, or a combination of these groups; free of rock or gravel larger than 3 inches in dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Satisfactory Soils: Excavation and embankment materials per ODOT #203.
- D. Base Course: ODOT #304 Limestone only.
- E. Engineered Fill: ODOT #304.

2.2 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored to comply with local practice or requirements of authorities having jurisdiction.
 1. Red: electric.
 2. Yellow: gas, oil, steam, and dangerous materials.
 3. Orange: telephone and other communications.
 4. Blue: water systems.
 5. Green: sewer systems.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that survey benchmark and intended elevations for the Work are as indicated.

3.2 PREPARATION

- A. Identify required lines, levels, contours and datum.
- B. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- C. Protect plant life, lawns, and other features remaining as a portion of final landscaping. Protect existing trees and shrubs.
- D. Protect and maintain erosion and sedimentation controls during earth-moving operations.

3.3 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.4 EXPLOSIVES

- A. Do not use explosives.

3.5 PROTECTION OF EXISTING UTILITIES

- A. During construction it may be necessary to cross under sewers, drains, culverts, water mains, gas lines, electric conduits and other underground structures. Every effort shall be made to prevent damage to existing utilities and structures. Wherever such utilities or structures are disturbed or broken, they shall be restored to good condition. Specified granular backfill shall be placed as described in following sections. Concrete shall be utilized where directed by the Architect / Engineer at no additional cost to the project. Either granular backfill or concrete shall be brought to the spring line of the higher utility.
- B. Above ground (aerial) utilities, including power, telephone and cable television, shall remain in service at all times. Any anticipated disruption of service shall be with the full knowledge of the utility company and required advance notice to affected users. Contractor may not remove guy wires and/or restrain utility poles without written approval of the utility owner. Any removal or restraint shall be at the expense of the Contractor.
- C. Arbitrary disruption of underground and aerial utility services will not be permitted.
- D. Where existing sewers or drains are encountered in the work, adequate provision shall be made for diverting flow in the existing sewers so that the excavation will be kept dry during the progress of the construction work. Upon completion of the construction work, the existing sewers shall be restored or otherwise provided with an adequate outlet as directed by the Architect / Engineer.

3.6 EXCAVATION, GENERAL

- A. Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intend for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soils.
 - 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. 6 inches outside of minimum required dimensions of concrete cast against grade.
 - b. 6 beneath pipe trenches, and the greater of 24 inches wider than pipe or 42 inches wide.

3.7 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.8 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.

- B. Excavation shall be of sufficient width and depth to provide adequate room for construction and installation of the proposed utilities.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

3.9 SUBGRADE INSPECTION

- A. Notify Architect / Engineer, and Geotechnical Engineer when excavations have reached required subgrade.
- B. If Architect / Engineer, and/or Geotechnical Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit Vehicle speed to 3 mph.
 - 2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determine by Architect / Engineer or Geotechnical Engineer, and replace
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect / Engineer, without additional compensation.

3.10 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect / Engineer.
 - 1. Fill over-excavation under other construction, pipe, or conduit as directed by Architect / Engineer.

3.11 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.
 - 2. Stockpile materials on-site at approved locations and so as not to impede the natural drainage in the area.
 - 3. Stockpile in sufficient quantities to meet project requirements.

3.12 TRANSPORT OF NATIVE MATERIALS OFFSITE

- A. If the Contractor encounters good materials (sand, gravel, topsoil, etc.) during the course of construction, he will not be allowed to transport these materials offsite without the written approval of the Owner and the Architect / Engineer. Wherever possible, suitable native sands and gravels shall be used as backfill rather than transporting them offsite and replacing them with non-native materials of a lesser quality.

3.13 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter installation.
 2. Surveying locations of underground utilities for Record Documents.
 3. Testing and inspecting of underground utilities.
 4. Removing concrete formwork.
 5. Removing trash and debris.
- B. Place backfill in controlled lifts on subgrades free of mud, frost, snow, or ice.

3.14 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Initial Backfill: Place and compact initial backfill of subbase material, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- D. Final Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.
- E. Warning Tape: Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.15 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 1. Under grass and planted areas, use satisfactory soil material.
 2. Under walks and pavements, use satisfactory soil material.
 3. Under steps and ramps, use engineered fill.
 4. Under building slabs, use engineered fill.
 5. Under footings and foundations, use engineered fill.

3.16 BACKFILL AROUND STRUCTURES

- A. Remove forms and debris after concrete structures have set. After the structure has been checked and approved, the excavated area around the structure shall be backfilled up to specified subgrade with granular material or suitable excavated material as called for on the drawings. The fill shall be thoroughly compacted by machine tamping. Do not place backfill around concrete structures until the concrete has attained at least 75% of its design strength and approval of the Engineer has been obtained.

3.17 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.

2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.18 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers. Compact to 95% of density at optimum moisture.
- B. Compaction shall be obtained with the use of a bulldozer, sheepsfoot roller, mechanical tamper or other similar and effective equipment.
- C. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.
- D. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698 Standard Proctor :
 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
 3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 90 percent.
 4. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent.

3.19 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spot to comply with required surface tolerances.
 3. Slope away from building at a minimum of 1.5%, unless otherwise noted.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
 1. Turf or Unpaved Areas: Plus or minus 1 inch.
 2. Walks: Plus or minus 1 inch.
 3. Pavements: Plus or minus 1/2 inch.
- C. Final Cleanup and Grading: Upon completion of the construction, and before final payment is made, the Contractor shall restore his working area to as clean a condition as existed before his operations were started. He shall go over the entire line and refill any place that may have settled. He shall then re-grade and put in shape all backfilled trenches, all fills he may have made from excess excavated materials, and all other areas that may have been disturbed through all operations.

3.20 BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place base course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place base course under pavements and walks as follows:
 1. Shape base course to required crown elevations and cross-slope grades.

2. Place base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
3. Compact base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.21 FIELD QUALITY CONTROL

- A. Special Inspections: Contractor to engage a qualified special inspector to perform the following inspections:
 1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
 2. Determine that fill material and maximum lift thickness comply with requirements.
 3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.
- B. Testing Agency: Contractor will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect / Engineer. Local building departments may require their own inspection as a part of the permit process. Contractor must arrange for inspections required by permit from the local building department.
- E. Testing agency will test compaction of soils in place according to ASTM D1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies.
 1. Paved areas: At subgrade and at each compacted fill and backfill layer, at least 1 test for every 2000 sq. ft. or less of paved area, but in no case fewer than 3 tests.
 2. Foundation Wall Backfill: At each compacted backfill layer, at least 1 test for each 100 feet or less of wall length, but no fewer than 2 tests.
 3. Trench Backfill: At each compacted initial and final backfill layer, at least 1 test for each 150 feet or less of trench length, but no fewer than 2 tests.
 4. Soil Fill on Sloped Surfaces steeper than 1 vertical to 4 horizontal: At subgrade and at each compacted fill and backfill layer, at least 1 test for every 2000 sq. ft. but in no case fewer than 3 tests.
- F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.22 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Architect / Engineer or Geotechnical Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact to 95% maximum dry density, and reconstruct surfacing.
 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.23 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property. Unsuitable materials may include, but are not limited to, broken concrete, asphalt, rock, stone, and other related debris. The Contractor must obtain his own disposal areas and permits and shall receive no additional compensation for this disposal work.
- B. Unsuitable material shall not be disposed of either temporarily or permanently beyond the plan work limit line unless the plans provide for such placement.
- C. Satisfactory soil and excess cut may be placed on site as directed by Architect / Engineer or Owner's representative. ****No excess material may be placed in Floodway as noted on plans****

END OF SECTION 31 20 00

SECTION 32 12 16 - ASPHALT PAVING

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. Section Includes:
 - 1. Hot-mix asphalt paving.
- B. Related Requirements:
 - 1. Section 31 20 00 "Earth Moving" for subgrade preparation, fill material, separation geotextiles, unbound-aggregate subbase and base courses, and aggregate pavement shoulders.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:
 - a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
 - b. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include technical data and tested physical and performance properties.
 - 2. Job-Mix Designs: For each job mix proposed for the Work.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer and testing agency.
- B. Material Certificates: For each paving material. Include statement that mixes containing recycled materials will perform equal to mixes produced from all new materials.
- C. Material Test Reports: For each paving material, by a qualified testing agency.
- D. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Manufacturer and Installer Qualifications: A paving-mix manufacturer and asphalt installer registered with the DOT of state in which Project is located.
- B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.
- C. Standards: Comply with materials, workmanship, and other applicable requirements of State of Ohio, Department of Transportation Construction and Material Specifications (CMS) for asphalt paving work. Where specification and CMS conflict, the more stringent requirement shall apply.

1.7 FIELD CONDITIONS

- A. Asphalt Pavement Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
 - 1. Tack Coat: Minimum surface temperature of 60 deg F.
 - 2. Asphalt Intermediate Course: Minimum surface temperature of 40 deg F and rising at time of placement.
 - 3. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

PART 2 - PRODUCTS**2.1 AGGREGATES**

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: ASTM D 692/D 692M, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.
- C. Fine Aggregate: ASTM D 1073, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.
- D. Mineral Filler: ASTM D 242/D 242M, rock or slag dust, hydraulic cement, or other inert material.

2.2 ASPHALT MATERIALS

- A. Asphalt Intermediate Course: ODOT item #441 Asphalt Concrete Intermediate Course, Type 2 (448), PG 64-22, Medium Traffic Design, except that use of reclaimed bituminous aggregate pavement (RAP) and/or base shall not exceed 20% of the total amount and slag products are not permitted.
- B. Asphalt Surface Course: ODOT item #441 Asphalt Concrete Surface Course, Type 1 (448), PG 64-22, Medium Traffic Design, except that use of reclaimed bituminous aggregate pavement (RAP) and/or base shall not exceed 10% of the total amount and slag products are not permitted.
- C. Tack Coat: ODOT item #407.
- D. Water: Potable.

2.3 AUXILIARY MATERIALS

- A. Herbicide: Commercial chemical for weed control, registered by the EPA, and not classified as "restricted use" for locations and conditions of application. Provide in granular, liquid, or wettable powder form.
- B. Sand: ASTM D 1073, Grade No. 2 or No. 3.
- C. Joint Sealant: ASTM D 6690, Type II, hot-applied, single-component, polymer-modified bituminous sealant (ODOT #705.04).

2.4 MIXES

- A. Hot-Mix Asphalt: Dense-graded, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction and complying with the following requirements:
 - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
 - 2. Intermediate Course: As indicated.
 - 3. Surface Course: As indicated.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Verify that subbase is dry and in suitable condition to begin paving.
- B. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protection: Provide protective materials, procedures, and worker training to prevent asphalt materials from spilling, coating, or building up on curbs, driveway aprons, manholes, and other surfaces adjacent to the Work.
- B. Proof-roll subbase below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction. Limit vehicle speed to 3 mph.
 - 2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, and replace with compacted backfill or fill as directed.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.

3.3 SURFACE PREPARATION

- A. Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
- C. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd..
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.4 PLACING HOT-MIX ASPHALT

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 - 1. Place hot-mix asphalt intermediate course in number of lifts and thicknesses indicated.
 - 2. Place hot-mix asphalt surface course in single lift.
 - 3. Spread mix at a minimum temperature of 250 deg F.
 - 4. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
 - 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Overlap mix placement about 1 to 1-1/2 inches from strip to strip to ensure proper compaction of mix along longitudinal joints.
 - 2. Complete a section of asphalt base course before placing asphalt surface course.

- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.5 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
1. Clean contact surfaces and apply tack coat to joints.
 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."
 5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
 6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.6 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
1. Average Density: 96 percent of reference laboratory density according to ASTM D 6927, but not less than 94 percent or greater than 100 percent.
 2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041/D 2041M, but not less than 90 percent or greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.7 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Intermediate Course: Plus or minus 1/2 inch.
 - 2. Surface Course: Plus 1/4 inch, no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 - 1. Intermediate Course: 1/4 inch.
 - 2. Surface Course: 1/8 inch.

3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor will engage a qualified testing agency to perform tests and inspections.
- B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549/D 3549M.
- C. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979/D 979M.
 - 1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041/D 2041M, and compacted according to job-mix specifications.
 - 2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726/D 2726M.
 - a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than three cores taken.
 - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726/D 2726M.
- D. Replace and compact hot-mix asphalt where core tests were taken.
- E. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.9 WASTE HANDLING

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-Approved landfill.

END OF SECTION 32 12 16

SECTION 32 13 13 - CONCRETE PAVING

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. Section Includes Exterior Concrete Paving for the following:
 - 1. Specialty Concrete Paving – Buff Wash Finish Walks. (P-1)
- B. Related Requirements:
 - 1. Section 03 30 00 “Cast-in-Place Concrete” for general building applications of concrete.
 - 2. Section 31 20 00 “Earth Moving” for subgrade preparation, grading, and base course.
 - 3. Section 32 13 73 “Concrete Paving Joint Sealants” for joint sealants of joints in concrete pavement and at isolation joints of concrete pavement with adjacent construction.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, slag cement, and other pozzolans.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to concrete paving, including but not limited to, the following:
 - a. Concrete mixture design.
 - b. Quality control of concrete materials and concrete paving construction practices.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Samples for Verification: For each type of exposed color, pattern, or texture indicated.
 - 1. 36" x 36" sample of Buff Wash Finish Concrete Paving.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified ready-mix concrete manufacturer and testing agency.
- B. Material Certificates: For the following, from manufacturer:
 - 1. Cementitious materials.
 - 2. Steel reinforcement and reinforcement accessories.
 - 3. Fiber reinforcement.

4. Admixtures.
5. Curing compounds.
6. Bonding agent or epoxy adhesive.
7. Joint fillers.

1.7 QUALITY ASSURANCE

- A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").
- B. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
- C. Standards: Materials and methods of construction shall comply with the following standards:
 1. State of Ohio, Department of Transportation Construction & Material Specifications (ODOT), most current edition. Any conflicts between ODOT and specification, the more stringent requirement shall prevail.
 2. American Society for Testing and Materials, (ASTM).
 3. ACI Publications: Comply with ACI 301 "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.
- D. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 1. Build mockups of full-thickness sections of concrete paving to demonstrate typical joints; surface finish, texture, and color; curing; and standard of workmanship.
 2. Build mockups of concrete paving in the location and of the size indicated or, if not indicated, build mockups where directed by Owner's Representative and not less than 96 inches by 96 inches.
 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Owner's Representative specifically approves such deviations in writing.
 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Contractor to engage a qualified independent testing agency to perform preconstruction testing on concrete paving mixtures.

1.9 FIELD CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
- B. Hot-Weather Concrete Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
 1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less. Do not use notched and bent forms.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

- A. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, fabricated from as-drawn steel wire into flat sheets.
- B. Plain-Steel Wire: ASTM A 1064/A 1064M, as drawn.
- C. Deformed-Steel Wire: ASTM A 1064/A 1064M.
- D. Epoxy-Coated, Joint Dowel Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60 plain-steel bars.
- E. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded-wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:
 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

2.3 CONCRETE MATERIALS

- A. Cementitious Materials: Use the following cementitious materials, of same type, brand, and source throughout Project:
 1. Portland Cement: ASTM C 150/C 150M, gray portland cement Type I.
 2. Fly Ash: Not Permitted.
 3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C 33/C 33M, Class 4S, uniformly graded limestone only. Provide aggregates from a single source with documented service-record data of at least 10 years' satisfactory service in similar paving applications and service conditions using similar aggregates and cementitious materials.

1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Air-Entraining Admixture: ASTM C 260.
- D. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
- E. Water: Potable and complying with ASTM C 94.

2.4 CURING MATERIALS

- A. Concrete: Clear, Waterbased, Membrane-Forming Curing and Sealing Compound, ASTM C 309: "Cureseal-W Concrete Curing Compound and Sealer", as manufactured by Scofield Systems, or approved equal.

2.5 RELATED MATERIALS

- A. Expansion and Isolation Joint Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber in preformed strips.
- B. Epoxy-Bonding Adhesive: ASTM C 881/C 881M, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of the following types:
 1. Types I and II, nonload bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.6 CONCRETE MIXTURES (STANDARD GRAY CONCRETE)

- A. Prepare concrete design mixtures, according to the following:
 1. Concrete Mixtures #1 using No. 57 coarse aggregate (Old ODOT Class C, Option 3 Mix):
 - a. Compressive Strength (28 Days): 4000 PSI
 - b. Fine Aggregate: 1310 lb.
 - c. Coarse Aggregate: 1670 lb.
 - d. Portland Cement Content: 385 lb.
 - e. Slag Cement Content: 165 lb.
 - f. Maximum W/C Ratio at Point of Placement: .50
 - g. Air Content: 6%, +/- 2%.
 - h. Slump Limit: 3 inches, plus or minus 1 inch.
 2. Concrete Mixture #2 using No. 8 coarse aggregate (Old ODOT Class C, Option 3 Mix)::
 - a. Compressive Strength (28 Days): 4000 PSI
 - b. Fine Aggregate: 1410 lb.
 - c. Coarse Aggregate: 1480 lb.
 - d. Portland Cement Content: 385 lb.
 - e. Slag Cement Content: 165 lb.
 - f. Maximum W/C Ratio at Point of Placement: .50
 - g. Air Content: 8%, +/- 2%.
 - h. Slump Limit: 3 inches, plus or minus 1 inch.
 3. Concrete Mixture #3 (Fast Setting) using No. 57 coarse aggregate (Old ODOT FS Mix):
 - a. Compressive Strength (28 Days): 4000 PSI
 - b. Fine Aggregate: 1270 lb.

- c. Coarse Aggregate: 1610 lb.
 - d. Portland Cement Content: 900 lb. Minimum
 - e. Maximum W/C Ratio at Point of Placement: .40
 - f. Air Content: 6%, +/- 2%.
 - g. Slump Limit: 3 inches, plus or minus 1 inch.
 - h. Add manufacturer's recommendations to keep the concrete plastic until the surface can be textured.
- B. Chemical Admixtures: Use admixtures according to manufacturer's recommendations and written instructions.
- 1. Use plasticizing and retarding admixture in concrete as required for placement and workability.
 - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

2.7 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94. Furnish batch certificates for each batch discharged and used in the Work.
- 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.3 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded-wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

- E. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M.

3.4 JOINTS

- A. General: Form construction, expansion, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
 2. Butt Joints: Use epoxy-bonding adhesive at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Expansion Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
1. Locate expansion joints at intervals of 30 feet unless otherwise indicated.
 2. Extend joint fillers full width and depth of joint.
 3. Place top of joint filler flush with finished concrete surface.
 4. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 5. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:
1. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
 - a. Rout joints with chamfering devices that provides a total 5/8" bevel or radius width.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 3/8-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

3.5 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.
- B. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- C. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.

- D. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- E. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- F. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels and joint devices.
- G. Screed paving surface with a straightedge and strike off.
- H. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleedwater appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

3.6 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: (To be used on paver sub-slabs) Begin the second floating operation when bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 - 1. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface, perpendicular to line of traffic, to provide a uniform, fine-line texture.

3.7 SPECIALTY CONCRETE BUFF WASH FINISH (P-1)

- A. Buff-Wash finish: Expose aggregate in pavement surfaces as follows:
 - 1. Immediately after float finishing, spray-apply chemical surface retarder to pavement according to manufacturer's written instructions.
 - 2. If necessary, cover pavement surface with plastic sheeting, sealing laps with tape, and remove when ready to continue finishing operations.
 - 3. Without dislodging aggregate, remove excess mortar by lightly brushing surface with a stiff, nylon-bristle broom.
 - 4. Fine-spray surface with water and brush. Repeat water flushing and brushing cycle until cement film is removed from aggregate surfaces to depth required.
 - 5. Finish shall match approved mockup. Finishes that do not match the approved mockup shall be removed and replaced.

3.8 DETECTABLE WARNING INSTALLATION

- A. Cast-in-Place Detectable Warning Tiles: Form blockouts in concrete for installation of tiles. Screed surface of concrete where tiles are to be installed to elevation, so that edges of installed tiles will be flush with surrounding concrete paving. Embed tiles in fresh concrete immediately after screeding concrete surface.

3.9 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- D. Curing Method:
 - 1. Concrete Curing Sealing: Curing and Sealing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating, and repair damage during curing period.

3.10 PAVING TOLERANCES

- A. Comply with tolerances in ACI 117 and as follows:
 - 1. Elevation: 1/4 inch.
 - 2. Thickness: Plus 3/8 inch, minus 1/4 inch.
 - 3. Surface: Gap below 10-feet-long; unleveled straightedge not to exceed 1/2 inch.
 - 4. Lateral Alignment and Spacing of Dowels: 1 inch.
 - 5. Vertical Alignment of Dowels: 1/4 inch.
 - 6. Joint Spacing: 3 inches.
 - 7. Contraction Joint Depth: Plus 1/4 inch, no minus.
 - 8. Joint Width: Plus 1/8 inch, no minus.

3.11 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor to engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing and inspecting of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:
 - 1. Testing Frequency: Obtain at least one composite sample for each 50 cu. Yd. or fraction thereof of each concrete mixture placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 - 2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 - 3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
 - 5. Compression Test Specimens: ASTM C 31; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
 - 6. Compressive-Strength Tests: ASTM C 39; test one specimen at seven days and two specimens at 28 days.

- a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Architect / Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect / Engineer but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Contractor to engage testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect / Engineer.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports to be distributed to Architect / Engineer, Owner, Contractor, Sub-Contractor, and/or Manufacturer.

3.12 REPAIR AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect / Engineer.
- B. Drill test cores, where directed by Architect / Engineer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 32 13 13

SECTION 32 13 73 - CONCRETE PAVING JOINT SEALANTS

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. Section Includes:
 1. Cold-applied joint sealants.
 2. Joint-sealant backer materials.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch wide joints formed between two 6-inch long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- C. Paving-Joint-Sealant Schedule: Include the following information:
 1. Joint-sealant application, joint location, and designation.
 2. Joint-sealant manufacturer and product name.
 3. Joint-sealant formulation.
 4. Joint-sealant color.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Certificates: For each type of joint sealant and accessory.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. Product Testing: Test joint sealants using a qualified testing agency.

1.7 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
 2. When joint substrates are wet.
 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.

4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

2.2 COLD-APPLIED JOINT SEALANTS

- A. Single-Component, Nonsag, Silicone Joint Sealant: ASTM D 5893/D 5893M, Type NS.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Crafco Inc.; RoadSaver Silicone.
 - b. Dow Corning Corporation; 888.
 - c. Pecora Corporation; 301 NS.

2.3 JOINT-SEALANT BACKER MATERIALS

- A. Joint-Sealant Backer Materials: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by joint-sealant manufacturer, based on field experience and laboratory testing.

2.4 PRIMERS

- A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Before installing joint sealants, clean out joints immediately to comply with joint-sealant manufacturer's written instructions.
 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
- B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.3 INSTALLATION OF JOINT SEALANTS

- A. Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.

- B. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions.
- C. Install joint-sealant backings to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of joint-sealant backings.
 - 2. Do not stretch, twist, puncture, or tear joint-sealant backings.
 - 3. Remove absorbent joint-sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install joint sealants immediately following backing installation, using proven techniques that comply with the following:
 - 1. Place joint sealants so they fully contact joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Joint Sealants: Immediately after joint-sealant application and before skinning or curing begins, tool sealants according to the following requirements to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint:
 - 1. Remove excess joint sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- F. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.

3.4 CLEANING AND PROTECTION

- A. Clean off excess joint sealant as the Work progresses, by methods and with cleaning materials approved in writing by joint-sealant manufacturers.
- B. Protect joint sealants, during and after curing period, from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations in repaired areas are indistinguishable from the original work.

END OF SECTION 32 13 73

SECTION 32 14 00 - UNIT PAVING

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. Section Includes:
 - 1. Brick pavers set bituminous setting beds.
- B. Related Sections:
 - 1. Section 32 13 13 "Concrete Paving" for concrete base under unit pavers and for cast-in-place concrete curbs and gutters serving as edge restraints for unit pavers.

1.3 PRECONSTRUCTION TESTING

- A. Preconstruction Adhesion and Compatibility Testing: Submit to latex-additive manufacturer, for testing as indicated below, samples of paving materials that will contact or affect mortar and grout that contain latex additives.
 - 1. Use manufacturer's standard test methods to determine whether mortar and grout materials will obtain optimum adhesion with, and will be nonstaining to, installed pavers and other materials constituting paver installation.

1.4 ACTION SUBMITTALS

- A. Product Data: For materials other than water and aggregates.
- B. Product Data: For the following:
 - 1. Pavers.
 - 2. Bituminous setting materials.
- C. Samples for Verification:
 - 1. Five full-size units of each type and color of unit paver indicated.
 - 2. Joint materials.
 - 3. Exposed edge restraints.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of unit paver, joint material, and setting material from single source with resources to provide materials and products of consistent quality in appearance and physical properties.
- B. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- C. Preinstallation Conference: Conduct conference at Project site

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store pavers on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- D. Store liquids in tightly closed containers protected from freezing.
- E. Store asphalt cement and other bituminous materials in tightly closed containers.

1.7 PROJECT CONDITIONS

- A. Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.
- B. Weather Limitations for Bituminous Setting Bed:
 - 1. Install bituminous setting bed only when ambient temperature is above 40 deg F and when base is dry.
 - 2. Apply asphalt adhesive only when ambient temperature is above 50 deg F and when temperature has not been below 35 deg F for 12 hours immediately before application. Do not apply when setting bed is wet or contains excess moisture.
- C. Weather Limitations for Mortar and Grout:
 - 1. Cold-Weather Requirements: Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
 - 2. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602. Provide artificial shade and windbreaks and use cooled materials as required.

PART 2 - PRODUCTS

2.1 BRICK PAVERS

- A. Brick Pavers: (P-2) paving brick; ASTM C 902, Provide brick without frogs or cores in surfaces exposed to view in the completed Work.
 - 1. Manufacturers: Subject to compliance with requirements
 - a. Pine Hall Brick
 - 2. Thickness: 2 1/4 inches
 - 3. Face Size: 4 by 8 inches, nominal
 - 4. Color: English Edge Full Range (Red)
 - 5. Pattern: as per plan

2.2 CURBS AND EDGE RESTRAINTS

- A. Steel Edge Restraints: Manufacturer's standard painted steel edging 1/4 inch thick by 2 1/2 inches by 2 1/2 inches

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Border Concepts, Inc.
 - b. Collier Metal Specialties, Inc.
 - c. J. D. Russell Company (The).
 - d. Sure-loc Edging Corporation.
2. Color: black

2.3 BITUMINOUS SETTING-BED MATERIALS

- A. Primer for Base: ASTM D 2028, cutback asphalt, grade as recommended by unit paver manufacturer.
- B. Fine Aggregate for Setting Bed: ASTM D 1073, No. 2 or No. 3.
- C. Asphalt Cement: ASTM D 3381, Viscosity Grade AC-10 or Grade AC-20.
- D. Neoprene-Modified Asphalt Adhesive: Paving manufacturer's standard adhesive consisting of oxidized asphalt combined with 2 percent neoprene and 10 percent long-fibered mineral fibers containing no asbestos.
- E. Sand for Joints: Fine, sharp, washed, natural sand or crushed stone with 100 percent passing No. 16 (1.18-mm) sieve and no more than 10 percent passing No. 200 (0.075-mm) sieve.
 1. Provide sand of color needed to produce required joint color.

2.4 BITUMINOUS SETTING-BED MIX

- A. Mix bituminous setting-bed materials at an asphalt plant in approximate proportion, by weight, of 7 percent asphalt cement to 93 percent fine aggregate unless otherwise indicated. Heat mixture to 300 deg F (149 deg C).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas indicated to receive paving, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected

3.2 PREPARATION

- A. Remove substances from concrete substrates that could impair mortar bond, including curing and sealing compounds, form oil, and laitance.
- B. Sweep concrete substrates to remove dirt, dust, debris, and loose particles.

3.3 INSTALLATION, GENERAL

- A. Do not use unit pavers with chips, cracks, voids, discolorations, or other defects that might be visible or cause staining in finished work.
- B. Mix pavers from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures.
- C. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.

- D. Handle protective-coated brick pavers to prevent coated surfaces from contacting backs or edges of other units. If, despite these precautions, coating does contact bonding surfaces of brick, remove coating from bonding surfaces before setting brick.
- E. Joint Pattern: Running bond, Herringbone (as per plan).
- F. Tolerances: Do not exceed 1/32-inch (0.8-mm) unit-to-unit offset from flush (lippage) nor 1/8 inch in 10 feet (3 mm in 3 m) from level, or indicated slope, for finished surface of paving.
- G. Provide edge restraints as indicated. Install edge restraints before placing unit pavers.
 - 1. Install edge restraints to comply with manufacturer's written instructions and edge restraint details in the contract documents.

3.4 BITUMINOUS SETTING-BED APPLICATIONS

- A. Apply primer to concrete slab or binder course immediately before placing setting bed.
- B. Prepare for setting-bed placement by locating 3/4-inch- (19-mm-) deep control bars approximately 11 feet (3.3 m) apart and parallel to one another, to serve as guides for striking board. Adjust bars to subgrades required for accurate setting of paving units to finished grades indicated.
- C. Place bituminous setting bed where indicated, in panels, by spreading bituminous material between control bars. Spread mix at a minimum temperature of 250 deg F (121 deg C). Strike setting bed smooth, firm, even, and not less than 3/4 inch (19 mm) thick. Add fresh bituminous material to low, porous spots after each pass of striking board. After each panel is completed, advance first control bar to next position in readiness for striking adjacent panels. Carefully fill depressions that remain after removing depth-control bars.
 - 1. Roll setting bed with power roller to a nominal depth of 3/4 inch (19 mm). Adjust thickness as necessary to allow accurate setting of unit pavers to finished grades indicated. Complete rolling before mix temperature cools to 185 deg F (85 deg C).
- D. Apply neoprene-modified asphalt adhesive to cold setting bed by squeegeeing or troweling to a uniform thickness of 1/16 inch (1.6 mm). Proceed with setting of paving units only after adhesive is tacky and surface is dry to touch.
- E. Place pavers carefully by hand in straight courses, maintaining accurate alignment and uniform top surface. Protect newly laid pavers with plywood panels on which workers can stand. Advance protective panels as work progresses, but maintain protection in areas subject to continued movement of materials and equipment to avoid creating depressions or disrupting alignment of pavers. If additional leveling of paving is required, and before treating joints, roll paving with power roller after sufficient heat has built up in the surface from several days of hot weather.
- F. Joint Treatment: Place unit pavers with hand-tight joints. Fill joints by sweeping sand over paved surface until joints are filled. Remove excess sand after joints are filled.

3.5 REPAIRING, POINTING, AND CLEANING

- A. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.
- B. Pointing: During tooling of joints, enlarge voids or holes and completely fill with grout. Point joints at sealant joints to provide a neat, uniform appearance, properly prepared for sealant application.
- C. Cleaning: Remove excess grout from exposed paver surfaces; wash and scrub clean.
 - 1. Remove temporary protective coating as recommended by coating manufacturer and as acceptable to paver and grout manufacturers.
 - 2. Do not allow protective coating to enter floor drains. Trap, collect, and remove coating material.

END OF SECTION 32 14 00

SECTION 32 17 26 – TACTILE WARNING SURFACING

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. Section Includes:
 - 1. Cast-in-place detectable warning tiles.
- B. Related Requirements:
 - 1. Section 32 13 13 "Concrete Paving" for concrete walkways serving as substrates for tactile warning surfacing.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Initial Selection: For each type of exposed finish requiring color selection.
- C. Samples for Verification: For each type of tactile warning surface, in manufacturer's standard sizes unless otherwise indicated, showing edge condition, truncated-dome pattern, texture, color, and cross section; with fasteners and anchors.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For tactile warning surfacing, to include in maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
 - 1. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site

1.7 PROJECT CONDITIONS

- A. Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.

1.8 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of tactile warning surfaces that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Deterioration of finishes beyond normal weathering and wear.
 - b. Separation or delamination of materials and components.

2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 TACTILE WARNING SURFACING, GENERAL

- A. Accessibility Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities and ICC A117.1 for tactile warning surfaces.
 - 1. For tactile warning surfaces composed of multiple units, provide units that when installed provide consistent side-to-side and end-to-end dome spacing that complies with requirements.
- B. Source Limitations: Obtain each type of tactile warning surfacing, joint material, setting material, from single source with resources to provide materials and products of consistent quality in appearance and physical properties.

2.2 DETECTABLE WARNING TILES

- A. Cast-in-Place Detectable Warning Tiles: Accessible truncated-dome detectable warning tiles configured for setting flush in new concrete walkway surfaces, with slip-resistant surface treatment on domes and field of tile.
 - 1. (DW) Truncated Domes, East Jordan Iron Works
 - 2. Material: Gray Iron dipped non slip texture surface.
 - 3. Color: Gray Iron
 - 4. Shapes and Sizes:
 - a. Square panel, 24 inches by 24 inches by 2 inches
 - 5. Dome Spacing and Configuration: Manufacturer's standard compliant spacing pattern.
 - 6. Mounting:
 - a. Permanently embedded detectable warning tile wet-set into freshly poured concrete.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that pavement is in suitable condition to begin installation according to manufacturer's written instructions. Verify that installation of tactile warning surfacing will comply with accessibility requirements upon completion.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF TACTILE WARNING SURFACING

- A. General: Prepare substrate and install tactile warning surfacing according to manufacturer's written instructions unless otherwise indicated.
- B. Place tactile warning surfacing units in dimensions and orientation indicated. Comply with location requirements of AASHTO MP 12.

3.3 INSTALLATION OF DETECTABLE WARNING TILES

- A. Cast-in-Place Detectable Warning Tiles:

City of Reynoldsburg
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1. Concrete Paving Installation: Comply with installation requirements in Section 32 13 13 "Concrete Paving." Mix, place, and finish concrete to conditions complying with detectable warning tile manufacturer's written requirements for satisfactory embedment of tile.
2. Set each detectable warning tile accurately and firmly in place and completely seat tile back and embedments in wet concrete by tamping or vibrating. If necessary, temporarily apply weight to tiles to ensure full contact with concrete.
3. Set surface of tile flush with surrounding concrete and adjacent tiles, with variations between tiles and between concrete and tiles not exceeding plus or minus 1/8 inch from flush.
4. Protect exposed surfaces of installed tiles from contact with wet concrete. Complete finishing of concrete paving surrounding tiles. Remove concrete from tile surfaces.
5. Clean tiles using methods recommended in writing by manufacturer.

3.4 CLEANING AND PROTECTION

- A. Remove and replace tactile warning surfacing that is broken or damaged or does not comply with requirements in this Section. Remove in complete sections from joint to joint unless otherwise approved by Architect. Replace using tactile warning surfacing installation methods acceptable to Architect.
- B. Protect tactile warning surfacing from damage and maintain free of stains, discoloration, dirt, and other foreign material.

END OF SECTION 32 17 26

SECTION 32 91 13 - SOIL PREPARATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Topsoil.
 - 2. Planting Soil.
- B. Related Requirements:
 - 1. Section 31 10 00 "Site Clearing" for topsoil stripping and stockpiling.
 - 2. Section 32 92 00 "Turf and Grasses" for placing planting soil for turf and grasses.
 - 3. Section 32 93 00 "Plants" for placing planting soil for plantings.

1.2 DEFINITIONS

- A. Topsoil: Manufactured soil produced by blending soils, sand, stabilized organic soil amendments, and other materials to produce a soil mixture best for lawn growth.
- B. Backfill: The earth used to replace or the act of replacing earth in an excavation. This can be amended or unamended soil as indicated.
- C. CEC: Cation exchange capacity.
- D. Compost: The product resulting from the controlled biological decomposition of organic material that has been sanitized through the generation of heat and stabilized to the point that it is beneficial to plant growth.
- E. Planting Soil: Manufactured soil produced by blending soils, sand, stabilized organic soil amendments, and other materials to produce planting soil.
- F. NAPT: North American Proficiency Testing Program. An SSSA program to assist soil-, plant-, and water-testing laboratories through interlaboratory sample exchanges and statistical evaluation of analytical data.
- G. SSSA: Soil Science Society of America.
- H. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- I. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- J. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil"; but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each bulk-supplied material in sealed containers labeled with content, source, and date obtained; providing an accurate representation of composition, color, and texture.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For each testing agency.

- B. Material Test Reports: For topsoil and planting soil.
- C. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Soil-Testing Agency Qualifications: An independent, state-operated, or university-operated laboratory; experienced in soil science, soil testing, and plant nutrition; with the experience and capability to conduct the testing indicated; and that specializes in types of tests to be performed. Retain "Laboratories" Subparagraph below and insert a list of one or more laboratories to require use of laboratories listed.

1.6 TESTING REQUIREMENTS

- A. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; deleterious material; pH; and mineral and plant nutrient content of topsoil.
- B. Planting Soil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; deleterious material; pH.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.
- B. Bulk Materials:
 - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 - 3. Do not move or handle materials when they are wet or frozen.
 - 4. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

PART 2 - PRODUCTS

2.1 TOPSOIL

- A. Topsoil: Manufactured topsoil mixed with soil amendments and fertilizers to meet the following requirements:
 - 1. Loose, friable, natural, fertile soil, free of stones, clay lumps, roots, and foreign or toxic matter.
 - 2. Classified in the "Sandy Loam" portion of the USDA Soil Textural Triangle. The fraction passing the #10 sieve shall meet the following mechanical analysis:
 - a. 10 to 20% clay.
 - b. 50 to 60% sand.
 - c. 20 to 30% silt.
 - 3. Contain neither less than 6%, nor more than 15%, organic matter as determined by loss of ignition of samples oven dried to constant weight at 212 deg F.
 - 4. Have a pH level of between 6.2 and 7.3.

5. All topsoil shall be screened through a 1-1/4" screen.

2.2 PLANTING SOIL

- A. Planting-Soil: Imported, naturally formed soil from off-site sources and consisting of sandy loam soil according to USDA textures; and modified with soil amendments, and fertilizer to produce viable planting soil.
 1. Loose, friable, natural, fertile soil, free of stones, clay lumps, roots, and foreign or toxic matter. Mechanically combine the following mix components and proportions:
 - a. Topsoil 40-50% by volume.
 - b. Coarse Sand 10-45% by volume.
 - c. Compost 10-20% by volume.
 2. Planting soil mix shall be classified in the "Sandy Loam" portion of the USDA Soil Textural Triangle. The fraction passing the #10 sieve shall meet the following mechanical analysis:
 - a. 10 to 20% clay.
 - b. 60 to 75% sand.
 - c. 20 to 30% silt.
 3. Contain 5-15% organic matter as determined by loss of ignition of samples oven dried to constant weight at 212 deg F.
 4. Have a pH level of between 6.3 and 7.5.
 5. All planting soil shall be screened through a 1-1/4" screen.

2.3 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
 1. Form: Provide lime in form of ground dolomitic limestone.
- B. Sulfur: Granular, biodegradable, and containing a minimum of 90 percent elemental sulfur, with a minimum of 99 percent passing through a No. 6 sieve and a maximum of 10 percent passing through a No. 40 sieve.
- C. Sand: Clean, washed, natural or manufactured, free of toxic materials, and according to ASTM C 33/C 33M.

2.4 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter produced by composting feedstock, and bearing USCC's "Seal of Testing Assurance," and as follows:
 1. Feedstock: Limited to leaves.
 2. Reaction: pH of 5.5 to 8.
 3. Soluble-Salt Concentration: Less than 4 dS/m.
 4. Moisture Content: 35 to 55 percent by weight.
 5. Organic-Matter Content: 50 to 60 percent of dry weight.
 6. Particle Size: Minimum of 98 percent passing through a 1-inch sieve.

PART 3 - EXECUTION

3.1 GENERAL

- A. Place planting soil, topsoil, and fertilizers according to requirements in other Specification Sections.

- B. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.
- C. Proceed with placement only after unsatisfactory conditions have been corrected.

3.2 PLACING TOPSOIL OVER EXPOSED SUBGRADE

- A. General: Apply manufactured topsoil on-site in its final, blended condition. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. Subgrade Preparation: Till subgrade to a minimum depth of 4 inches. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
- C. Application: Spread topsoil to total depth of 6 inches, but not less than required to meet finish grades after natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.
- D. Compaction: Compact each lift of amended topsoil to 75 to 82 percent of maximum Standard Proctor density according to ASTM D 698.
- E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.3 PLACING PLANTING SOIL OVER EXPOSED SUBGRADE

- A. General: Apply manufactured soil on-site in its final, blended condition. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. Subgrade Preparation: Till subgrade to a minimum depth of 4 inches. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
- C. Application: Spread planting soil to total depth of 12 inches, but not less than required to meet finish grades after natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.
 - 1. Lifts: Apply planting soil in lifts not exceeding 8 inches in loose depth for material compacted by compaction equipment, and not more than 6 inches in loose depth for material compacted by hand-operated tampers.
- D. Compaction: Compact each lift of planting soil to 75 to 82 percent of maximum Standard Proctor density according to ASTM D 698.
- E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.4 BLENDING PLANTING SOIL IN PLACE

- A. General: If specified on the drawings, mix amendments with in-place, unamended soil to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. Preparation: Till subgrade to a minimum depth of 18 inches (450 mm). Remove stones larger than 1-1/2 inches (38 mm) in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
- C. Mixing: If deemed necessary by the soil testing report, apply soil amendments and fertilizer, if required, evenly on surface, and thoroughly blend them into full depth of unamended, in-place soil to produce planting soil.
 - 1. Mix lime and sulfur with dry soil before mixing fertilizer.

2. Mix fertilizer with planting soil no more than seven days before planting.
- A. Compaction of planting soil to 75 percent of maximum Standard Proctor density according to ASTM D 698 and tested in-place except where a different compaction value is indicated on Drawings.
- B. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.5 APPLYING COMPOST TO SURFACE OF PLANTING SOIL

- A. Application: If specified on the drawings, apply the specified amount to surface of in-place planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. Finish Grading: Grade surface to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor to engage a qualified testing agency to perform tests and inspections.
- B. Perform the following tests:
 1. Compaction: Test planting-soil compaction after placing each lift and at completion using a densitometer or soil-compaction meter calibrated to a reference test value based on laboratory testing according to ASTM D 698.
- C. Soil will be considered defective if it does not pass tests.
- D. Prepare test reports.
- E. Label each sample and test report with the date, location keyed to a site plan or other location system, visible conditions when and where sample were taken, and sampling depth.

3.7 PROTECTION

- A. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:
 1. Storage of construction materials, debris, or excavated material.
 2. Parking vehicles or equipment.
 3. Vehicle traffic.
 4. Foot traffic.
 5. Erection of sheds or structures.
 6. Impoundment of water.
 7. Excavation or other digging unless otherwise indicated.
- B. If planting soil or subgrade is overcompacted, disturbed, or contaminated by foreign or deleterious materials or liquids, remove the planting soil and contamination; restore the subgrade as directed by Architect / Engineer and replace contaminated planting soil with new planting soil.

3.8 CLEANING

- A. Protect areas adjacent to planting-soil preparation and placement areas from contamination. Keep adjacent paving and construction clean and work area in an orderly condition.
- B. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.

END OF SECTION 32 91 13

SECTION 32 92 00 – TURF AND GRASSES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Seeding.
 - 2. Hydroseeding.
 - 3. Turf renovation.
 - 4. Erosion-control material(s).
- B. Related Requirements:
 - 1. Section 32 93 00 "Plants" for trees, shrubs, ground covers, and other plants as well as border edgings and mow strips.

1.2 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Topsoil: Manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 329115 "Soil Preparation" and drawing designations for planting soils.
- C. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.3 INFORMATIONAL SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Qualification Data: For Ohio Certified Nursery Technician.
- C. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
- D. Product Certificates: For soil amendments and fertilizers, from manufacturer.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful turf establishment.
 - 1. Professional Membership: Installer shall be a member in good standing of the American Nursery and Landscape Association.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.

1.6 FIELD CONDITIONS

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of planting completion.
 - 1. Spring Planting: April 1st through June 1st.
 - 2. Fall Planting: September 1st through October 15th.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

PART 2 - PRODUCTS**2.1 SEED**

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species:
 - 1. Quality: Seed of grass species as listed below for solar exposure, with not less than 85 percent germination, not less than 95 percent pure seed, and not more than 0.5 percent weed seed:
 - 2. Sun and Partial Shade: Proportioned by weight as follows:
 - a. 70-80 percent Turf Type Tall Fescue (Minimum of 4 cultivars).
 - b. 20-30 percent Kentucky bluegrass (*Poa pratensis*).

2.2 FERTILIZERS

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Type A Composition: Starter fertilizer containing 18% nitrogen, 31% phosphoric acid, and 6% potash by weight (18-24-6), or similar approved composition.
 - 2. Type B Composition: Top dressing fertilizer containing 31% nitrogen, 3% phosphoric acid, and 10% potash by weight (31-3-10), or similar approved composition.

2.3 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- B. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic and free of plant-growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
- C. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.
- D. Asphalt Emulsion: ASTM D 977, Grade SS-1; nontoxic and free of plant-growth or germination inhibitors.

2.4 EROSION-CONTROL MATERIALS

- A. Erosion-Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches long.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 - 2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 - 3. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect/Engineer and replace with new topsoil.

3.2 PREPARATION

- A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
 - 1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
 - 2. Protect grade stakes set by others until directed to remove them.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 TURF AREA PREPARATION

- A. General: Prepare planting area for soil placement and mix topsoil according to Section 32 91 15 "Soil Preparation."
- B. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- C. Before planting, obtain Architect's/Engineer's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 PREPARATION FOR EROSION-CONTROL MATERIALS

- A. Prepare area as specified in "Turf Area Preparation" Article.
- B. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

3.5 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph.
 - 1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 - 2. Do not use wet seed or seed that is moldy or otherwise damaged.
 - 3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate of 5 to 8 lb/1000 sq. ft..

- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes exceeding 1:4 with erosion-control blankets installed and stapled according to manufacturer's written instructions.
- E. Protect seeded areas with slopes not exceeding 1:4 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.
 - 1. Anchor straw mulch by crimping into soil with suitable mechanical equipment, or
 - 2. Bond straw mulch by spraying with asphalt emulsion at a rate of 10 to 13 gal./1000 sq. ft.. Take precautions to prevent damage or staining of structures or other plantings adjacent to mulched areas. Immediately clean damaged or stained areas.
- F. Protect seeded areas from hot, dry weather or drying winds by applying compost mulch within 24 hours after completing seeding operations. Soak areas, scatter mulch uniformly to a thickness of 3/16 inch, and roll surface smooth.

3.6 HYDROSEEDING

- A. Hydroseeding: Mix specified seed, starter fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
 - 1. Mix slurry with fiber-mulch manufacturer's recommended tackifier.
 - 2. Spray-apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry at a rate so that mulch component is deposited at not less than 1500-lb/acre dry weight, and seed component is deposited at not less than the specified seed-sowing rate.

3.7 TURF RENOVATION

- A. Renovate turf damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.
 - 1. Reestablish turf where settlement or washouts occur or where minor regrading is required.
 - 2. Install new amended topsoil as required.
- B. Remove sod and vegetation from diseased or unsatisfactory turf areas; do not bury in soil.
- C. Remove topsoil containing foreign materials, such as oil drippings, fuel spills, stones, gravel, and other construction materials resulting from Contractor's operations, and replace with amended topsoil.
- D. Mow, dethatch, core aerate, and rake existing turf.
- E. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.
- F. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of them off Owner's property.
- G. Till stripped, bare, and compacted areas thoroughly to a soil depth of 6 inches.
- H. Apply soil amendments and initial fertilizer required for establishing new turf and mix thoroughly into top 4 inches of existing soil. Install new planting soil to fill low spots and meet finish grades.
- I. Apply seed and protect with straw mulch as required for new turf.
- J. Water newly planted areas and keep moist until new turf is established.

3.8 TURF MAINTENANCE

- A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
 - 1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
 - 2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
 - 3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
- B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.
 - 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
 - 2. Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.
- C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
 - 1. Mow grass to a height of 2 to 3 inches.
 - 2. Contractor to provide a minimum of 4 mowings.
- D. Turf Postfertilization: Apply Type B Fertilizer to lawns approximately 30 days after seeding, at a rate equal to 1.0 lb. of actual nitrogen per 1,000 sq. ft. (140 lbs./acre.). Apply with mechanical rotary or drop type distributor. Thoroughly water into soil.

3.9 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Architect:
 - 1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
- B. Use specified materials to reestablish turf that does not comply with requirements, and continue maintenance until turf is satisfactory.

3.10 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.
- C. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

- D. Remove nondegradable erosion-control measures after grass establishment period.

3.11 MAINTENANCE SERVICE

- A. Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in "Turf Maintenance" Article. Begin maintenance immediately after each area is planted and continue until acceptable turf is established, but for not less than the following periods:
1. Seeded Turf: 60 days from date of planting completion or Substantial Completion, whichever is later.
 - a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

END OF SECTION 32 92 00

SECTION 32 93 00 - PLANTS

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. Section Includes:
 - 1. Plants.
 - 2. Tree stabilization.
 - 3. Tree-watering devices.
- B. Related Requirements:
 - 1. Section 32 92 00 "Turf and Grasses" for turf (lawn) and meadow planting, hydroseeding, and erosion-control materials.

1.3 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with a ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.
- C. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.
- D. Finish Grade: Elevation of finished surface of planting soil.
- E. Planting Area: Areas to be planted.
- F. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 329113 "Soil Preparation" for drawing designations for planting soils.
- G. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.
- H. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.
- I. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.
- J. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 COORDINATION

- A. Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.

1. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.
- B. Samples for Verification: For each of the following:
 1. Organic Mulch: 1-quart volume of each organic mulch required; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of color, texture, and organic makeup.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons. Include verification that Installer is current Ohio Certified Nursery Technician.
- B. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:
 1. Manufacturer's certified analysis of standard products.
 2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
- C. Sample Warranty: For special warranty.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of plants.
 1. Professional Membership: Installer shall be a member in good standing of the American Nursery and Landscape Association.
 2. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress and an Ohio Certified Nursery Technician.
- B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.
- B. Bulk Materials:
 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 3. Accompany each delivery of bulk materials with appropriate certificates.

- C. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.
- D. Handle planting stock by root ball.
- E. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.
 - 1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.
- F. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.
- G. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.
 - 1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
 - 2. Do not remove container-grown stock from containers before time of planting.
 - 3. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

1.9 FIELD CONDITIONS

- A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.
- B. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
 - 1. Spring Planting: March 15th through June 1st.
 - 2. Fall Planting: September 1st through November 30th.
- C. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

1.10 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
 - b. Structural failures including plantings falling or blowing over.
 - c. Faulty performance of tree stabilization.
 - 2. Warranty Periods: From date of planting completion or Substantial Completion, whichever is later.

- a. Trees, Shrubs, Vines and Ornamental Grasses: 12 months
 - b. Groundcovers, Biennials, Perennials, and Other Plantings: 6 months.
 - c. Annuals: 3 months.
3. Include the following remedial actions as a minimum:
- a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
 - b. Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
 - c. Provide extended warranty for period equal to original warranty period, for replaced plant material.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

- A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
 1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than 3/4 inch in diameter; or with stem girdling roots are unacceptable.
- B. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
- C. Labeling: Label at least one plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant.

2.2 FERTILIZERS

- A. Planting Tablets: Tightly compressed chip-type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.
 1. Size: 10-gram tablets.
 2. Nutrient Composition: 20 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight plus micronutrients.

2.3 MULCHES

- A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:
 1. Type: Triple processed shredded hardwood
 2. Size Range: 2 inches maximum, 1/2 inch minimum.
 3. Color: Black

2.4 TREE-STABILIZATION MATERIALS

- A. Trunk-Stabilization Materials:

1. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal by length indicated, pointed at one end.
2. Flexible Ties: Wide rubber or elastic bands or straps of length required to reach stakes or turnbuckles.
3. Guys and Tie Wires: ASTM A 641/A 641M, Class 1, galvanized-steel wire, two-strand, twisted, 0.106 inch in diameter.

2.5 TREE-WATERING DEVICES

- A. Slow-Release Watering Device: Standard product manufactured for drip irrigation of plants and emptying its water contents over an extended time period; manufactured from UV-light-stabilized nylon-reinforced polyethylene sheet, PVC, or HDPE plastic.
 1. Color: black.

2.6 MISCELLANEOUS PRODUCTS

- A. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.
- B. Burlap: Non-synthetic, biodegradable.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive plants, with Installer present, for compliance with requirements and conditions affecting installation and performance of the Work.
 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 2. Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.
 3. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 4. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- B. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Architect's acceptance of layout before excavating or planting. Make minor adjustments as required.

3.3 PLANTING AREA ESTABLISHMENT

- A. General: Prepare planting area for soil placement and mix planting soil according to Section 32 91 13 "Soil Preparation."
- B. Placing Planting Soil: Place manufactured planting soil over exposed subgrade.
- C. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 EXCAVATION FOR TREES AND SHRUBS

- A. Planting Pits and Trenches: As indicated on Drawings.

3.5 TREE, SHRUB, AND VINE PLANTING

- A. Inspection: At time of planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.
- B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
- C. Balled and Burlapped Stock: Set each plant plumb and in center of planting pit or trench with root flare 2 inches above adjacent finish grades.
 - 1. Backfill: Planting soil.
 - 2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 - 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 - 4. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
 - 5. Continue backfilling process. Water again after placing and tamping final layer of soil.
- D. Container-Grown Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
 - 1. Backfill: Planting soil.
 - 2. Carefully remove root ball from container without damaging root ball or plant.
 - 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 - 4. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.
 - 5. Continue backfilling process. Water again after placing and tamping final layer of soil.
- E. Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.6 TREE, SHRUB, AND VINE PRUNING

- A. Remove only dead, dying, or broken branches. Do not prune for shape.
- B. Do not apply pruning paint to wounds.

3.7 TREE STABILIZATION

- A. Trunk Stabilization by Upright Staking and Tying: Install trunk stabilization as indicated on drawings.

3.8 GROUND COVER AND PLANT PLANTING

- A. Set out and space ground cover and plants other than trees, shrubs, and vines as indicated on Drawings in even rows with triangular spacing.
- B. Use planting soil for backfill.
- C. Dig holes large enough to allow spreading of roots.
- D. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
- E. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- F. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.9 PLANTING AREA MULCHING

- A. Mulch backfilled surfaces of planting areas and other areas indicated.
 - 1. Trees in Turf Areas: Apply organic mulch ring of 3-inch average thickness, with 48-inch radius around trunks or stems. Do not place mulch within 3 inches of trunks or stems.
 - 2. Organic Mulch in Planting Areas: Apply 3-inch average thickness of organic mulch over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 3 inches of trunks or stems.

3.10 INSTALLING SLOW-RELEASE WATERING DEVICE

- A. Provide one device for each tree.
- B. Place device on top of the mulch at base of tree stem and fill with water according to manufacturer's written instructions.

3.11 PLANT MAINTENANCE

- A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.
- B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
- C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.12 REPAIR AND REPLACEMENT

- A. General: Repair or replace existing or new trees and other plants that are damaged by construction operations, in a manner approved by Architect / Engineer.
- A. Remove and replace trees that are more than 25 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Architect / Engineer determines are incapable of restoring to normal growth pattern.
 - 1. Provide new trees of same size as those being replaced for each tree of 6 inches or smaller in caliper size.
 - 2. Provide two new tree(s) of 4-inch caliper size for each tree being replaced that measures more than 6 inches in caliper size.
 - 3. Species of Replacement Trees: Same species being replaced.

3.13 CLEANING AND PROTECTION

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.
- C. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
- D. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.
- E. At time of Substantial Completion, verify that tree-watering devices are in good working order and leave them in place. Replace improperly functioning devices.

3.14 MAINTENANCE SERVICE

- A. Maintenance Service for Trees and Shrubs: Provide maintenance by skilled employees of landscape Installer. Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:
 - 1. Maintenance Period: Twelve months from date of Substantial Completion or date of planting, whichever is later.
- B. Maintenance Service for Ground Cover and Other Plants: Provide maintenance by skilled employees of landscape Installer. Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:
 - 1. Maintenance Period: Twelve months from date of Substantial Completion or date of planting, whichever is later.

END OF SECTION 32 93 00



ARCHITECTS. ENGINEERS. PLANNERS.

June 20, 2019

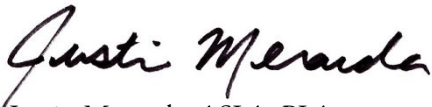
Andrew Bowsher, Development Director
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

RE: Bid Recommendation for Lancaster and Main Parking Lot – Phase 2

Dear Andrew:

We recommend that the City of Reynoldsburg accepts the bid received for the Lancaster and Main Parking Lot – Phase 2 project from Builderscape, Inc. We have reviewed the bid and feel the Bidder's bid submission to be in accordance with all contract documents; the Bidder can meet all procedural and performance requirements of the Project both at the field and office; and the Bidder has a clear understanding of project responsibilities, requirements and performance expectations. Past projects completed by Builderscape, Inc. have been done in a timely and professional manner. Please let me know if you have any questions.

Sincerely,
OHM Advisors


Justin Meranda, ASLA, PLA
Project Manager

Attachment: Bid recommendation letter_Builderscape (Phase 2 Lancaster Avenue and Main Street Parking Lot Construction)



Bid Tabulation
Lancaster and Main Parking Lot - Phase 2
6/17/2019

Contractor	Bid Bond	Addendum 1	Addendum 2	Base Bid
				Estimate: \$385,000.00
Builderscape	X	X	X	\$ 404,713.00
Facemyer Company	X	X	X	\$ 520,000.00

Mayor's Office
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **July 8, 2019**

TO: **Public Service and Transportation Committee**

RE: **ORDINANCE AUTHORIZING AND DIRECTING THE CLERK
OF COUNCIL TO CERTIFY NUISANCE COSTS (2018) FOR
COLLECTION BY THE FRANKLIN COUNTY AUDITOR; AND
DECLARING AN EMERGENCY.**

Approval:

Completed Brad McCloud	Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Statement of necessity: To have the legislation approved and invoices sent to the county for collection.

Request authorization for the Clerk of Council to send nuisance information to the Franklin County Auditor in accordance with RCO 543.08. Total amount \$26,400.00. The list of unpaid invoices is attached.

2018 Official Franklin County Nuisance Records

Invoice #	Invoice Date	Inspection Date	Service Date	Service Type	Grass Height Inches	Cubic Yards	Site Address	Parcel #	Owner Name	Address Owner	County	Total Due
01-18TR-FR	2/27/2018	1/30/2018	1/30/2018	TRASH		9	1583 RYGATE DR	060-001340-00	JEFFREY PAUL HOMES LLC	1000 OREGON AVE, COLUMBUS, OH 43201 *COPY SENT TO: CHERYL BLACK, PO BOX 122, BLACKLICK, OH 43004*	Franklin	\$ 295.00
03-18TR-FR	2/27/2018	2/2/18 & 2/9/18	2/12/2018	TRASH		3.5	0807 ROSEHILL RD	060-003361-00	JOHN C & AMY S RICHMOND	0807 ROSEHILL RD, REYNOLDSBURG, OH 43068	Franklin	\$ 205.00
04-18TR-FR	2/27/2018	2/9/2018	2/12/2018	TRASH		8	1582 VALLEY RD	060-001922-00	MAKSIM & MARIYA KRAVETS	1491 POLARIS PARKWAY; UNIT 303, COLUMBUS, OH 43240	Franklin	\$ 325.00
05-18TR-FR	2/27/2018	2/13/2018	2/15/2018	TRASH		6	1545 GRAHAM RD	060-000113-00	JOHN E REYNOLDS	1545 GRAHAM RD, REYNOLDSBURG, OH 43068	Franklin	\$ 275.00
09-18TR-FR	5/16/2018	5/1/2018	5/2/2018	TRASH		2.5	1755 LUCKS RD	060-002677-00	ANNE CHAMANDA LLC	3806 RIVER WATCH LN, COLUMBUS, OH 43221	Franklin	\$ 195.00
10-18M-FR	5/18/2018	5/2/2018	5/3/2018	MOWING	12		6535 HELM AVE	060-005576-00	JAMES F NATIONS	***RETURNED NFA*** 6535 HELM AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 195.00
11-18TR-FR	5/18/2017	5/1/2018	5/3/2018	TRASH		6	6370 BIRCHVIEW DR S	060-005696-00	RICHARD H & BARBARA A EPP	6370 BIRCHVIEW DR S, REYNOLDSBURG, OH 43068	Franklin	\$ 235.00
13-18M-FR	5/18/2018	5/4/2018	5/8/2018	MOWING	11		7084 ROUNDELAY RD N	060-005148-00	WANDA L TRAGER	*RETURNED & SENT TO ALTERNATE ADDRESS* c/o MARSHA KERSELL, 4789 FUNSTON CT, COLS, OH 43232	Franklin	\$ 215.00
14-18M-FR	5/18/2018	5/4/2018	5/8/2018	MOWING	14		1071 CARROUSEL DR E	060-001509-00	DON L & KATHY J ROBBINS	1071 CARROUSEL DR E, REYNOLDSBURG, OH 43068	Franklin	\$ 235.00
16-18MTR-FR	5/18/2018	5/4/2018	5/8/2018	MOWING & TRASH	11	1	1246 HILTON DR	060-003470-00	FREDERICK E & MARY E STRUCKMAN	*RETURNED NFA FROM STREET & TAX BILLING ADDRESSES* PO BOX 372903, KEY LARGO, FL 33037-7903	Franklin	\$ 265.00
17-18M-FR	6/11/2018	5/8/2018	5/10/2018	MOWING	18		1071 LANCASTER AVE	060-001045-00	REVERSE MORTGAGE SOLUTIONS INC	14405 WALTERS RD; SUITE 200, HOUSTON, TX 77014	Franklin	\$ 375.00
18-18M-FR	6/11/2018	5/4/2018	5/10/2018	MOWING	12		1467 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	1467 LANCASTER AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 185.00
19-18M-FR	6/11/2018	5/4/2018	5/10/2018	MOWING	12		1459 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	1459 LANCASTER AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 185.00
21-18M-FR	6/11/2018	5/18/2018	5/21/2018	MOWING	15		6535 HELM AVE	060-005576-00	JAMES F NATIONS	***RETURNED NFA*** 6535 HELM AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 185.00
22-18M-FR	6/13/2018	5/16/2018	5/21/2018	MOWING	29		8056 ELIOT DR	060-003612-00	CHARLES RUSSELL	*RETURNED & SENT TO ALTERNATE ADDRESS* PO BOX 328, REYNOLDSBURG, OH 43068	Franklin	\$ 195.00
26-18M-FR	6/13/2018	5/17/2018	5/18/2018	MOWING	20		6800 BARTLETT RD	060-003044-00	JTR REAL ESTATE INVESTMENTS LLC	PO BOX 293, BLACKLICK, OH 43004	Franklin	\$ 215.00
28-18TR-FR	6/13/2018	5/14/2018	5/18/2018	TRASH		1.5	2153 LEAH LN	060-005743-00	MARQUELL HUNTER	2153 LEAH LN, REYNOLDSBURG, OH 43068	Franklin	\$ 175.00
29-18M-FR	6/13/2018	5/9/18 & 5/17/18	5/18/2018	MOWING	24		1583 RYGATE DR	060-001340-00	JEFFREY PAUL HOMES LLC	1000 OREGON AVE, COLUMBUS, OH 43201	Franklin	\$ 225.00
30-18M-FR	6/27/2018	5/21/2018	5/24/2018	MOWING	23		1246 HILTON DR	060-003470-00	FREDERICK E & MARY E STRUCKMAN	*RETURNED NFA FROM STREET & TAX BILLING ADDRESSES* PO BOX 372903, KEY LARGO, FL 33037-7903	Franklin	\$ 175.00
31-18M-FR	6/27/2018	5/21/2018	5/24/2018	MOWING	16		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC	PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 215.00
34-18M-FR	6/27/2018	5/23/2018	5/29/2018	MOWING	37		6663 RED FOX RD	060-003324-00	ADDIS ELEMO	***RETURNED NFA*** 6663 RED FOX RD, REYNOLDSBURG, OH 43068	Franklin	\$ 245.00
35-18M-FR	6/27/2018	5/16/18 & 5/22/18	5/30/18 & 5/31/18	MOWING	48		7362 SABRE AVE	060-000824-00	TAMARA S TISDALE & ROWENA M TISDALE	7362 SABRE AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 365.00
37-18M-FR	6/29/2018	5/22/2018	5/25/2018	MOWING	44		1569 MARABAR DR	060-000391-00	TAMMY S ORTMAN	1569 MARABAR DR, REYNOLDSBURG, OH 43068	Franklin	\$ 235.00
38-18M-FR	6/29/2018	5/22/2018	5/24/2018	MOWING	31		7397 TOBIN AVE	060-000464-00	JUN XIAO	7594 OGDEN WOODS BLVD, NEW ALBANY, OH 43054	Franklin	\$ 265.00
40-18M-FR	6/29/2018	5/30/2018	6/6/2018	MOWING	34		1467 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	1467 LANCASTER AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 195.00
41-18M-FR	6/29/2018	5/30/2018	6/6/2018	MOWING	24		6285 RYGATE DR (FRONT YARD ONLY)	060-003860-00	JTR REAL ESTATE INVESTMENTS LLC	PO BOX 293, BLACKLICK, OH 43004	Franklin	\$ 175.00
42-18M-FR	6/29/2018	5/29/2018	6/4/2018	MOWING	31		1104 CARROUSEL DR E	060-001499-00	HOME SFR BORROWER IV LLC	*RETURNED & SENT TO ALTERNATE ADDRESS* GRAND AM 4 LLC 5001 PLAZA ON THE LAKE, SUITE 200, AUSTIN, TX 78746-1053	Franklin	\$ 205.00
43-18M-FR	6/29/2018	5/29/2018	6/6/2018	MOWING	34		1071 CARROUSEL DR E	060-001509-00	DON L & KATHY J ROBBINS	***RETURNED NFA*** 1071 CARROUSEL DR E, REYNOLDSBURG, OH 43068	Franklin	\$ 285.00
44-18M-FR	6/29/2018	5/29/2018	6/1/2018	MOWING	20		7084 ROUNDELAY RD N	060-005148-00	WANDA L TRAGER	*RETURNED & SENT TO ALTERNATE ADDRESS* c/o MARSHA KERSELL, 4789 FUNSTON CT, COLS, OH 43232	Franklin	\$ 295.00
46-18TT-FR	7/9/2018	5/29/18 & 6/6/18	6/13/2018	TREE/TRIM		2.5	8056 ELIOT DR	060-003612-00	CHARLES RUSSELL	8056 ELIOT DR, REYNOLDSBURG, OH 43068	Franklin	\$ 200.00
49-18M-FR	7/11/2018	6/11/2018	6/13/2018	BRUSH/TREE REMOVAL ALONG FENCE LINE	20		1071 CARROUSEL DR E	060-001509-00	DON L & KATHY J ROBBINS	***RETURNED NFA*** 1071 CARROUSEL DR E, REYNOLDSBURG, OH 43068	Franklin	\$ 525.00

Attachment: 2018 Official Nuisance Franklin County (2018 Nuisance Report Costs for Collection by

50-18M-FR	7/11/2018	6/12/2018	6/13/2018	MOWING	18		1246 HILTON DR	060-003470-00	FREDERICK E & MARY E STRUCKMAN	*RETURNED NFA FROM STREET & TAX BILLING ADDRESSES* PO BOX 372903, KEY LARGO, FL 33037-7903	Franklin	\$ 175.00
51-18M-FR	7/11/2018	6/4/18 & 6/11/18	6/13/2018	MOWING	47		6396 BRAUNING DR	060-002683-00	SEAN KEONI ELLIS TR/KORI T ELLIS TR	18111 PRESTON RD; SUITE 900, DALLAS, TX 75252	Franklin	\$ 225.00
52-18M-FR	7/11/2018	6/13/2018	6/14/2018	MOWING	20		8056 ELIOT DR	060-003612-00	CHARLES RUSSELL	8056 ELIOT DR, REYNOLDSBURG, OH 43068	Franklin	\$ 185.00
55-18M-FR	7/11/2018	6/14/2018	6/15/2018	MOWING	30		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC	PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 255.00
56-18M-FR	7/11/2018	6/15/2018	6/18/2018	MOWING	16		6535 HELM AVE	060-005576-00	JAMES F NATIONS	6535 HELM AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 195.00
58-18M-FR	7/11/2018	6/18/2018	6/22/2018	MOWING	17		1569 MARABAR DR	060-000391-00	TAMMY S ORTMAN	1569 MARABAR DR, REYNOLDSBURG, OH 43068	Franklin	\$ 255.00
62-18MTT-FR	7/11/2018	6/21/2018	6/25/2018	MOWING TREE TRIM	14	>1	1467 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	*RETURNED & SENT TO ALTERNATE ADDRESS* 92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 225.00
63-18M-FR	7/11/2018	6/21/2018	6/25/2018	MOWING	14		1459 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	*RETURNED & SENT TO ALTERNATE ADDRESS* 92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 175.00
64-18M-FR	7/11/2018	6/26/2018	6/27/2018	MOWING	14		1071 CARROUSEL DR E	060-001509-00	DON L & KATHY J ROBBINS	1071 CARROUSEL DR E, REYNOLDSBURG, OH 43068	Franklin	\$ 215.00
65-18M-FR	7/11/2018	6/29/2018	7/2/2018	MOWING	36		1104 CARROUSEL DR E	060-001499-00	HOME SFR BORROWER IV LLC	*RETURNED & SENT TO ALTERNATE ADDRESS* GRAND AM 4 LLC 5001 PLAZA ON THE LAKE, SUITE 200, AUSTIN, TX 78746-1053	Franklin	\$ 225.00
68-18M-FR	7/11/2018	6/28/2018	7/2/2018	MOWING	30		6663 RED FOX RD	060-003324-00	ADDIS ELEMO	6663 RED FOX RD, REYNOLDSBURG, OH 43068	Franklin	\$ 235.00
70-18M-FR	7/31/2018	7/5/2018	7/9/2018	MOWING	22		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC	PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 245.00
71-18M-FR	7/31/2018	7/6/2018	7/9/2018	MOWING	13		1246 HILTON DR	060-003470-00	FREDERICK E & MARY E STRUCKMAN	*RETURNED NFA FROM STREET & TAX BILLING ADDRESSES* PO BOX 372903, KEY LARGO, FL 33037-7903	Franklin	\$ 175.00
72-18M-FR	7/31/2018	7/6/2018	7/9/2018	MOWING	14		8056 ELIOT DR	060-003612-00	CHARLES RUSSELL	8056 ELIOT DR, REYNOLDSBURG, OH 43068	Franklin	\$ 175.00
73-18M-FR	7/31/2018	7/5/2018	7/9/2018	MOWING	40		2051 BIRCHVIEW DR S (ACCESSIBLE AREAS ONLY- ALL GATES INTO REAR AREA ARE LOCKED)	060-002393-00	KILIANA & KWEISI SETH AMPARBENG	1226 CARIBON RUN, DELAWARE, OH 43015	Franklin	\$ 245.00
74-18M-FR	7/31/2018	7/13/2018	7/16/2018	MOWING	21		6006 E LIVINGSTON AVE	060-001842-00	3850 REFUGEE RD LLC	3750 REFUGEE RD, COLUMBUS, OH 43232	Franklin	\$ 205.00
76-18M-FR	8/3/2018	7/11/2018	7/16/2018	MOWING	16		1459 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	*RETURNED & SENT TO ALTERNATE ADDRESS* 92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 175.00
77-18M-FR	8/3/2018	7/11/2018	7/16/2018	MOWING	16		1467 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	*RETURNED & SENT TO ALTERNATE ADDRESS* 92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 175.00
78-18M-FR	8/3/2018	7/12/2018	7/16/2018	MOWING	12		8075 ELIOT DR	060-003579-00	CERBERUS SFR HOLDINGS LP/CSMA BLT LLC	1850 PARKWAY PL; SUITE 900, MARIETTA, GA 30067	Franklin	\$ 195.00
79-18M-FR	8/3/2018	7/11/2018	7/16/2018	MOWING	36		7795 PALMER RD	060-008257-00	FREDDIE L JR & AMANDA L WILSON	*AUDITOR WEBSITE HAS INCORRECT ADDRESS, RETURNED & SENT TO CORRECT ADDRESS* 3038 FAYBURROW DR, REYNOLDSBURG, OH 43068	Franklin	\$ 275.00
80-18M-FR	8/10/2018	7/23/2018	7/26/2018	MOWING	36		7362 SABRE AVE	060-000824-00	TAMARA S TISDALE & ROWENA M TISDALE	7362 SABRE AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 475.00
81-18MTR-FR	8/10/2018	7/20/2018	7/26/18 & 7/27/18	MOWING & TRASH	14	4.5	2042 BELLTREE DR	060-005661-00	JEOFFERY C MORROW	*RETURNED AND SENT TO ALTERNATE ADDRESS* 7564 MURDOCK LN, CANAL WINCHESTER, OH 43110	Franklin	\$ 315.00
84-18M-FR	8/10/2018	7/10/18 & 7/17/18	7/18/2018	MOWING	30		2242 PINE TREE LN	060-006115-00	ROBERT J HART	8670 HILL RD S, PICKERINGTON, OH 43147	Franklin	\$ 205.00
85-18MTRTT-FR	8/10/2018	7/10/18 & 7/17/18	7/18/2018	MOWING TRASH TREE/TRIM	14 0 0	0 6 3	2295 AYERS DR	060-006926-00	ERIN SCOTT	92 WINNER AVE, COLUMBUS, OH 43203	Franklin	\$ 355.00
86-18M-FR	8/10/2018	7/19/2018	7/24/2018	MOWING	24		7084 ROUNDELAY RD N	060-005148-00	WANDA L TRAGER	*RETURNED & SENT TO ALTERNATE ADDRESS* c/o MARSHA KERSELL, 4789 FUNSTON CT, COLS, OH 43232	Franklin	\$ 235.00
87-18M-FR	8/10/2018	7/12/18 & 7/19/18	7/24/2018	MOWING	18		0999 MATTERHORN DR	060-004690-00	HOME SFR BORROWER IV LLC	*RETURNED & SENT TO ALTERNATE ADDRESS* c/o MAIN ST RENEWAL, 8300 N MOPAC EXP; SUITE 200, AUSTIN, TX 78759	Franklin	\$ 205.00
90-18M-FR	8/17/2018	7/31/2018	8/1/2018	MOWING	24		6326 RIDER RD	060-001295-00	WILLIAM J LEIDECKER TR	5820 SUNBURY RD, COLUMBUS, OH 43230	Franklin	\$ 215.00
92-18TR-FR	8/20/2018	8/8/2018	8/11/2018	TRASH		3.5	1590 STOUDER DR	060-002402-00	CHRISTOPHER L TARBY	1590 STOUDER DR, REYNOLDSBURG, OH 43068	Franklin	\$ 255.00
93-18TR-FR	8/21/2018	8/10/2018	8/13/2018	TRASH		1	0470 DOVERWOOD DR	060-005986-00	HOME SFR BORROWER IV LLC	*RETURNED FROM STREET & WATER BILLING ADDRESSES* SBY 2014-1 BORROWER LLC, 1335 DUBLIN RD; SUITE 202 C, COLUMBUS, OH 43215	Franklin	\$ 185.00

Attachment: 2018 Official Nuisance Franklin County (2018 Nuisance Report Costs for Collection by

97-18M-FR	8/21/2018	8/6/2018	8/8/2018	MOWING	18		1246 HILTON DR	060-003470-00	FREDERICK E & MARY E STRUCKMAN	*RETURNED FROM STREET & TAX BILLING ADDRESSES*	Franklin	\$ 215.00
98-18M-FR	8/21/2018	8/6/2018	8/9/2018	MOWING	24		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC	PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 245.00
99-18M-FR	8/21/2018	8/6/2018	8/8/2018	MOWING	16		8056 ELIOT DR	060-003612-00	CHARLES RUSSELL	8056 ELIOT DR, REYNOLDSBURG, OH 43068	Franklin	\$ 195.00
101-18M-FR	8/21/2018	8/6/2018	8/8/2018	MOWING	16		1467 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	1467 LANCASTER AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 185.00
102-18M-FR	8/21/2018	8/6/2018	8/8/2018	MOWING	16		1459 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	1459 LANCASTER AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 185.00
104-18M-FR	8/21/2018	8/6/2018	8/9/2018	MOWING	30		6535 HELM AVE	060-005576-00	JAMES F NATIONS	6535 HELM AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 245.00
105-18TR-FR	8/21/2018	8/6/2018	8/7/2018	TRASH		1.5	1588 HAFT DR	060-002172-00	MALINDA K COMBS	*RETURNED & SENT TO ALTERNATE ADDRESS*	Franklin	\$ 195.00
106-18M-FR	9/5/2018	8/9/2018	8/14/2018	MOWING	20		1569 MARABAR DR	060-000391-00	TAMMY S ORTMAN	1569 MARABAR DR, REYNOLDSBURG, OH 43068	Franklin	\$ 215.00
109-18M-FR	9/5/2018	8/1/2018	8/14/2018	MOWING	13		1104 CARROUSEL DR E	060-001499-00	HOME SFR BORROWER IV LLC	*RETURNED & SENT TO ALTERNATE ADDRESS*	Franklin	\$ 195.00
110-18M-FR	9/5/2018	8/1/2018	8/14/2018	MOWING	22		1071 CARROUSEL DR E	060-001509-00	DON L & KATHY J ROBBINS	GRAND AM 4 LLC, 8300 N MOPAC EXPRESSWAY, SUITE 200, AUSTIN, TX 78759	Franklin	\$ 255.00
112-18M-FR	9/5/2018	8/6/18 & 8/13/18	8/22/2018	MOWING	23		0734 HUNT VALLEY DR	060-005627-00	RICKY WHEELER	*RETURNED & SENT TO ALTERNATE ADDRESS*	Franklin	\$ 335.00
114-18M-FR	9/5/2018	8/22/2018	8/24/2018	MOWING	16		7175 TOMAHAWK TR	060-006941-00	MARTIN KAO	734 HUNT VALLEY DR, REYNOLDSBURG, OH 43068	Franklin	\$ 255.00
115-18M-FR	9/7/2018	8/21/2018	8/24/2018	MOWING	16		1467 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	0684 RIDENOUR RD, COLUMBUS, OH 43230	Franklin	\$ 175.00
116-18M-FR	9/7/2018	8/21/2018	8/24/2018	MOWING	16		1459 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	*RETURNED & SENT TO ALTERNATE ADDRESS*	Franklin	\$ 175.00
121-18M-FR	9/7/2018	8/24/2018	8/27/2018	MOWING	16		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC	92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 235.00
123-18M-FR	9/19/2018	8/29/2018	8/30/2018	MOWING	18		7514 BROADWYN DR	060-000207-00	THOMAS S & JANICE I GRATZ TR	PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 195.00
125-18M-FR	9/19/2018	8/27/2018	8/30/2018	MOWING	16		1391 CARLYLE DR	060-003444-00	MAPLEWOOD PROPERTIES INC	8071 PALMER RD SW, REYNOLDSBURG, OH 43068	Franklin	\$ 245.00
127-18M-FR	9/24/2018	8/23/2018	8/27/2018	MOWING	18		1246 HILTON DR	060-003470-00	FREDERICK E & MARY E STRUCKMAN	PO BOX 372903, KEY LARGO, FL 33037-7903	Franklin	\$ 195.00
128-18M-FR	9/24/2018	8/29/2018	8/31/2018	MOWING	13		7084 ROUNDELAY RD N	060-005148-00	WANDA L TRAGER	*RETURNED & SENT TO ALTERNATE ADDRESS*	Franklin	\$ 265.00
129-18M-FR	9/24/2018	6/1/18 & 8/30/18	8/31/2018	MOWING	14		7743 ASTRA CIR	068-000243-00	AH4R PROPERTIES LLC	c/o MARSHA KERSELL, 4789 FUNSTON CT, COLS, OH 43232	Franklin	\$ 195.00
131-18M-FR	9/24/2018	9/4/2018	9/10/2018	MOWING	20		1569 MARABAR DR	060-000391-00	TAMMY S ORTMAN	30601 AGOURA RD; SUITE 200, AGOURA HILLS, CA 91301	Franklin	\$ 205.00
132-18M-FR	9/24/2018	9/4/2018	9/10/2018	MOWING	14		8056 ELIOT DR	060-003612-00	CHARLES RUSSELL	1569 MARABAR DR, REYNOLDSBURG, OH 43068	Franklin	\$ 185.00
134-18M-FR	9/28/2018	9/6/2018	9/12/2018	MOWING	38		7362 SABRE AVE	060-000824-00	TAMARA S TISDALE & ROWENA M TISDALE	8056 ELIOT DR, REYNOLDSBURG, OH 43068	Franklin	\$ 245.00
136-18M-FR	9/28/2018	8/30/18 & 9/7/18	9/12/2018	MOWING	22		0095 SCENIC RD	068-000023-00	STANLEY PAULEY	7362 SABRE AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 295.00
138-18M-FR	9/28/2018	9/10/2018	9/12/2018	MOWING	14		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC	0095 SCENIC RD, BLACKLICK, OH 43004	Franklin	\$ 245.00
139-18M-FR	9/28/2018	9/7/2018	9/12/2018	MOWING	18		1467 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 175.00
140-18M-FR	9/28/2018	9/7/2018	9/12/2018	MOWING	18		1459 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 175.00
142-18M-FR	10/10/2018	9/11/2018	9/17/2018	MOWING	16		6535 HELM AVE	060-005576-00	JAMES F NATIONS	92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 235.00
147-18M-FR	10/19/2018	9/17/2018	9/19/2018	MOWING	8		1071 CARROUSEL DR E	060-001509-00	DON L & KATHY J ROBBINS	6535 HELM AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 255.00
149-18M-FR	10/19/2018	9/18/2017	9/19/2018	MOWING	17		1246 HILTON DR	060-003470-00	FREDERICK E & MARY E STRUCKMAN	1071 CARROUSEL DR E, REYNOLDSBURG, OH 43068	Franklin	\$ 185.00
151-18M-FR	10/19/2018	9/27/2018	10/1/2018	MOWING	14		1391 CARLYLE DR	060-003444-00	MAPLEWOOD PROPERTIES INC	*RETURNED FROM STREET & TAX BILLING ADDRESSES*	Franklin	\$ 215.00
155-18MTR-FR	10/26/2018	9/18/2018	9/25/18 & 9/28/18	MOWING & TRASH	17	1	1303 HILTON DR	060-003525-00	ROSHAD WARD	PO BOX 372903, KEY LARGO, FL 33037-7903	Franklin	\$ 305.00
157-18M-FR	10/26/2018	9/27/2018	10/1/2018	MOWING	14		1467 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	PO BOX 329, ETNA, OH 43018	Franklin	\$ 175.00
158-18M-FR	10/26/2018	9/27/2018	10/1/2018	MOWING	14		1459 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 175.00
159-18M-FR	10/26/2018	9/27/2018	10/1/2018	MOWING	12		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC	92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 215.00
163-18M-FR	10/26/2018	9/19/18 & 9/28/18	10/2/2018	MOWING	17		7471 SMITHFIELD AVE (FRONT YARD ONLY-REAR GATE IS PADLOCKED)	060-001698-00	NATHANIEL E BURTON/HANNAH A BRIGHT		Franklin	\$ 185.00
166-18TR-FR	10/30/2018	10/1/2018	10/2/2018	TRASH		5	7344 WARWICK AVE	060-000766-00	TRAINER PROPERTIES LLC	7471 SMITHFIELD AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 235.00
										129 NANTUCKET AVE, PICKERINGTON, OH 43147		

Attachment: 2018 Official Nuisance Franklin County (2018 Nuisance Report Costs for Collection by

167-18M-FR	10/30/2018	10/2/2018	10/4/2018	MOWING	14		1569 MARABAR DR	060-000391-00	TAMMY S ORTMAN	1569 MARABAR DR, REYNOLDSBURG, OH 43068	Franklin	\$ 185.00
170-18M-FR	11/2/2018	10/8/2018	10/10/2018	MOWING	20		0196 KINGSMEADOW LN	068-000072-00	MARK P & MARY T HAYWARD	0196 KINGSMEADOW LN, BLACKLICK, OH 43004	Franklin	\$ 185.00
171-18M-FR	11/2/2018	10/8/2018	10/10/2018	MOWING	18		1346 TERRY DR	060-001784-00	HHR BORROWER 2 LLC	1603 ORRINGTON AVE; 13TH FLOOR, EVANSTON, IL 60201	Franklin	\$ 195.00
174-18M-FR	11/5/2018	10/10/2018	10/11/2018	MOWING	11		1246 HILTON DR	060-003470-00	FREDERICK E & MARY E STRUCKMAN	*RETURNED FROM STREET & TAX BILLING ADDRESSES* PO BOX 372903, KEY LARGO, FL 33037-7903	Franklin	\$ 185.00
175-18M-FR	11/5/2018	10/10/2018	10/11/2018	MOWING	15		7084 ROUNDELAY RD N	060-005148-00	WANDA L TRAGER	***RETURNED~NFA*** 7084 ROUNDELAY RD N, REYNOLDSBURG, OH 43068	Franklin	\$ 275.00
176-18M-FR	11/5/2018	10/10/2018	10/12/2018	MOWING	21		6568 GLACIER AVE	060-005365-00	EDNA M JOHNSON	6568 GLACIER AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 335.00
178-18M-FR	11/5/2018	10/11/2018	10/17/2018	MOWING	12		8056 ELIOT DR	060-003612-00	CHARLES RUSSELL	8056 ELIOT DR, REYNOLDSBURG, OH 43068	Franklin	\$ 175.00
179-18M-FR	11/5/2018	10/10/18 & 10/17/18	10/18/2018	MOWING	23		0604 HUNT VALLEY DR	060-005285-00	ADRIENNE SHIELDS	0604 HUNT VALLEY DR, REYNOLDSBURG, OH 43068	Franklin	\$ 285.00
180-18M-FR	11/16/2018	10/18/2018	10/22/2018	MOWING	12		1885 BALT-REYN RD	060-003834-00	ITHACA III LLC	PO BOX 460389, HOUSTON, TX 77056	Franklin	\$ 215.00
182-18M-FR	11/16/2018	10/16/2018	10/25/2018	MOWING	15		6903 STARFIRE DR	060-004841-00	GARY D FERGUSON	6903 STARFIRE DR, REYNOLDSBURG, OH 43068	Franklin	\$ 215.00
183-18M-FR	11/16/2018	10/24/2018	10/30/2018	MOWING	10		1459 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 175.00
184-18M-FR	11/16/2018	10/24/2018	10/30/2018	MOWING	10		1467 LANCASTER AVE	060-000009-00	CECIL & PATTY R CANTRELL	92 OAK CANYON DR, PATASKALA, OH 43062-9622	Franklin	\$ 175.00
185-18M-FR	11/16/2018	10/23/2018	10/30/2018	MOWING	20		1608 BRICE RD	060-002625-00	NATALIE DENNISON/ABDELLAH BAHIJ	4352 JODY DR, GROVE CITY, OH 43123	Franklin	\$ 205.00
187-18M-FR	11/16/2018	10/24/2018	11/5/2018	MOWING	10		0196 KINGSMEADOW LN	068-000072-00	MARK P & MARY T HAYWARD	0196 KINGSMEADOW LN, BLACKLICK, OH 43004	Franklin	\$ 225.00
189-18TR-FR	12/4/2018	11/2/18 & 11/9/18	11/9/2018	TRASH		6	6416 ROSELAWN AVE	060-002641-00	BRIAN J MCALISTER	***RETURNED~NFA*** 6416 ROSELAWN AVE, REYNOLDSBURG, OH 43068	Franklin	\$ 355.00
190-18TR-FR	12/4/2018	11/27/2018	11/28/2018	TRASH		6	1231 ROUNDELAY RD E	060-001431-00	CHRISTOPHER L WOLLENBERG	1113 ROUNDELAY RD E, REYNOLDSBURG, OH 43068	Franklin	\$ 275.00
191-18TR-FR	12/4/2018	11/13/18 & 11/20/18	11/21/2018	TRASH		1	6519 CREON DR	060-002510-00	6519 CREON DRIVE LLC	6519 CREON DR, REYNOLDSBURG, OH 43068	Franklin	\$ 175.00
192-18TR-FR	1/9/2019	12/17/2018	12/28/2018	TRASH		3	6340 E LIVINGSTON AVE (FAMILY DOLLAR)	060-001123-00	TDRC REYNOLDSBURG LLC	39 W 19TH ST; SUITE 609, NEW YORK, NY 10011	Franklin	\$ 225.00
TOTAL												\$26,400.00

Attachment: 2018 Official Nuisance Franklin County (2018 Nuisance Report Costs for Collection by

Mayor's Office
Brad McCloud
7232 E. Main Street
Reynoldsburg OHIO 43068
Phone

ORDINANCE REQUEST

DATE: **July 8, 2019**

TO: **Public Service and Transportation Committee**

RE: **ORDINANCE AUTHORIZING AND DIRECTING THE CLERK
OF COUNCIL TO CERTIFY NUISANCE COSTS (2018) FOR
COLLECTION BY THE LICKING COUNTY AUDITOR; AND
DECLARING AN EMERGENCY.**

Approval:

Completed Brad McCloud	Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Statement of necessity: To have the legislation approved and invoices sent to the county for collection.

Request authorization for the Clerk of Council to send nuisance information to the Licking County Auditor in accordance with RCO 543.08. Total Dollar Figure \$5005.00. The list of unpaid invoices is attached.

2018 Official Licking County Nuisance Records

Invoice #	Invoice Date	Inspection Date	Service Date	Service Type	Grass Height Inches	Cubic Yards	Site Address	Parcel #	Owner Name	Billing Address	County	Total Due
06-18TR-LK	4/4/2018	3/6/2018	3/8/2018	TRASH		8	1284 GLENVIEW ST	013-030324-00.000	DONALD P & PAMELA J SHAFFORD	1284 GLENVIEW ST, REYNOLDSBURG, OH 43068	Licking	\$ 300.00
36-18M-LK	6/29/2018	5/22/2018	5/25/2018	MOWING	19		8301 GLENCREST DR (VACANT LAND)	013-030150-00.016	WESTWARD PARTNERS LLC	0097 BEECH RIDGE DR, POWELL, OH 43065	Licking	\$ 195.00
54-18M-LK	7/11/2018	6/13/2018	6/14/2018	MOWING	16		8301 GLENCREST DR (VACANT LAND)	013-030150-00.016	WESTWARD PARTNERS LLC	0097 BEECH RIDGE DR, POWELL, OH 43065	Licking	\$ 205.00
82-18M-LK	8/10/2018	7/11/18 & 7/18/18	7/19/2018	MOWING	15		0715 KELTONCREST DR	090-141180-00.080	TINA M PRINCE	0715 KELTONCREST DR, REYNOLDSBURG, OH 43068	Licking	\$ 275.00
89-18M-LK	8/17/2018	7/27/2018	8/1/2018	MOWING	39		8171 GOLDSMITH DR	013-030960-00.000	KIMBERLY R WHALEY/CHARLES D KEEFE	8171 GOLDSMITH DR, REYNOLDSBURG, OH 43068	Licking	\$ 375.00
96-18M-LK	8/21/2018	8/7/2018	8/10/2018	MOWING	24		8916 TRINITY CIR (BACK YARD ONLY)	013-027294-00.000	RONALD P & JENNY M MAURER	8916 TRINITY CIR, REYNOLDSBURG, OH 43068	Licking	\$ 195.00
100-18M-LK	8/21/2018	8/6/2018	8/8/2018	MOWING	20		8301 GLENCREST DR (VACANT LAND)	013-030150-00.016	WESTWARD PARTNERS LLC	0097 BEECH RIDGE DR, POWELL, OH 43065	Licking	\$ 255.00
117-18M-LK	9/7/2018	8/27/2018	8/28/2018	MOWING	20		8301 GLENCREST DR (VACANT LAND)	013-030150-00.016	WESTWARD PARTNERS LLC	0097 BEECH RIDGE DR, POWELL, OH 43065	Licking	\$ 195.00
119-18M-LK	9/7/2018	8/24/2018	8/27/2018	MOWING	16		0715 KELTONCREST DR	090-141180-00.080	TINA M PRINCE	0715 KELTONCREST DR, REYNOLDSBURG, OH 43068	Licking	\$ 245.00
124-18M-LK	9/19/2018	8/22/18 & 8/29/18	8/30/2018	MOWING	25		8632 FIRSTGATE DR	013-027414-00.021	PAUL A & M BERNICE THEISS	8632 FIRSTGATE DR, REYNOLDSBURG, OH 43068	Licking	\$ 215.00
141-18M-LK	10/10/2018	9/12/2018	9/14/2018	MOWING	31		8171 GOLDSMITH DR	013-030960-00.000	KIMBERLY R WHALEY/CHARLES D KEEFE	8171 GOLDSMITH DR, REYNOLDSBURG, OH 43068	Licking	\$ 215.00
148-18M-LK	10/19/2018	9/18/2018	9/21/2018	MOWING	18		8301 GLENCREST DR (VACANT LAND)	013-030150-00.016	WESTWARD PARTNERS LLC	0097 BEECH RIDGE DR, POWELL, OH 43065	Licking	\$ 205.00
152-18M-LK	10/26/2018	9/12/18 & 9/21/18	10/1/2018	MOWING	47		8300 E MAIN ST	013-028362-00.000	ROBERT P SELFINGER JR	8300 E MAIN ST, REYNOLDSBURG, OH 43068	Licking	\$ 505.00
153-18M-LK	10/26/2018	9/21/2018	9/27/2018	MOWING	20		1259 GLENVIEW ST	013-030642-00.000	ALFREDO UGARTE/JUANA RUEDA	1259 GLENVIEW ST, REYNOLDSBURG, OH 43068	Licking	\$ 215.00
154-18M-LK	10/26/2018	9/21/2018	9/27/2018	MOWING	18		1141 STARLIGHT DR	013-030186-00.140	EDWIN & DENISE E MCCREARY	1141 STARLIGHT DR, REYNOLDSBURG, OH 43068	Licking	\$ 255.00
160-18M-LK	10/26/2018	9/17/2018	10/3/2018	MOWING	13		0715 KELTONCREST DR	090-141180-00.080	TINA M PRINCE	0715 KELTONCREST DR, REYNOLDSBURG, OH 43068	Licking	\$ 315.00
168-18TR-LK	10/30/2018	10/5/2018	10/8/2018	TRASH		1.75	0664 KELTONCREST DR	090-141180-00.057	RYAN CASEY	0664 KELTONCREST DR, REYNOLDSBURG, OH 43068	Licking	\$ 175.00
169-18M-LK	11/2/2018	10/8/2018	10/10/2018	MOWING	20		0777 TUROS CT	013-027294-00.032	CLAUDETTE RICHARDSON-CLINKSCALES	2926 MARINER AVE, YOUNGSTOWN, OH 44505	Licking	\$ 225.00
177-18M-LK	11/5/2018	10/15/2018	10/16/2018	MOWING	13		8171 GOLDSMITH DR	013-030960-00.000	KIMBERLY R WHALEY/CHARLES D KEEFE	8171 GOLDSMITH DR, REYNOLDSBURG, OH 43068	Licking	\$ 195.00
186-18M-LK	11/16/2018	10/24/18 & 10/31/18	11/5/2018	MOWING	16		8007 HARVESTMOON DR	013-027342-00.054	MAMADOU SECK/COGNA MBENGUE	8007 HARVESTMOON DR, REYNOLDSBURG, OH 43068	Licking	\$ 245.00
TOTAL												\$ 5,005.00

Attachment: 2018 Official Nuisance Licking County (2018 Nuisance Report Costs for Collection by

City Council**Kristin Bryant****7232 E. Main Street****Reynoldsburg OH 43068****614-893-2299 Phone****ORDINANCE REQUEST**

DATE: July 8, 2019**TO: Public Safety, Law and Courts Committee****RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF
THE CITY OF REYNOLDSBURG, OHIO: Repealing/Replacing
Various Sections of Chapter 505 Animals and Fowl; Phase 1**

Approval:

Pending Brad McCloud	Pending Jed Hood	Stephen Cicak
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See Attached.

505.40 INTERFERENCE WITH POLICE DOG OR AN ASSISTANCE DOG.

- (a) No person shall recklessly do any of the following with respect to police dog:
1. Taunt, torment, or strike a police dog;
 2. Throw an object or substance at a police dog;
 3. Interfere with or obstruct a police dog, or interfere with or obstruct a law enforcement officer who is being assisted by a police dog, in a manner that does any of the following:
 - A. Inhibits or restricts the law enforcement officer's control of the police dog;
 - B. Deprives the law enforcement officer of control of the police dog;
 - C. Releases the police dog from its area of control;
 - D. Enters the area of control of the police dog without the consent of the law enforcement officer, including placing food or any other object or substance into that area;
 - E. Inhibits or restricts the ability of the police dog to assist a law enforcement officer.
- (b) No person shall recklessly do any of the following with respect to an assistance dog:
1. Taunt, torment, or strike an assistance dog;
 2. Throw an object or substance at an assistance dog;
 3. Interfere with or obstruct an assistance dog, or interfere with or obstruct a blind, deaf or hearing impaired, or mobility impaired person who is being assisted or served by an assistance dog, in a manner that does any of the following:
 - A. Inhibits or restricts the assisted or served person's control of the dog;
 - B. Deprives the assisted or served person of control of the dog;
 - C. Releases the dog from its area of control;
 - D. Enters the area of control of the dog without the consent of the assisted or served person, including placing food or any other object or substance

into that area;

E. Inhibits or restricts the ability of the dog to assist the assisted or served person.

- (c) Whoever violates subsection (a) hereof is guilty of harassing a police dog. Except as otherwise provided in this subsection, harassing a police dog is a misdemeanor of the second degree. If the violation results in the death of the police dog or if the violation results in serious physical harm to the police dog but does not result in its death, harassing a police dog is a felony and shall be prosecuted under appropriate State law. If the violation results in physical harm to the police dog but does not result in its death or in serious physical harm to it, harassing a police dog is a misdemeanor of the first degree.
- (d) Whoever violates subsection (b) of this section is guilty of harassing an assistance dog. Except as otherwise provided in this subsection, harassing an assistance dog is a misdemeanor of the second degree. If the violation results in the death of or serious physical harm to the assistance dog but does not result in its death, harassing an assistance dog is a felony and shall be prosecuted under appropriate State law. If the violation results in physical harm to the assistance dog but does not result in its death or in serious physical harm to it, harassing an assistance dog is a misdemeanor of the first degree.
- (e) This section only applies to an offender who knows or should reasonably know at the time of the violation that the police dog or horse or assistance dog that is the subject of a violation under this section is a police dog or assistance dog.
- (f) As used in this section:
 1. "Police dog" means a dog that has been trained, and may be used, to assist law enforcement officers in the performance of their official duties.
 2. "Assistance dog", "blind", and "mobility impaired person" have the same meanings as in Ohio R.C. 955.011.

City Council**Kristin Bryant****7232 E. Main Street****Reynoldsburg OH 43068****614-893-2299 Phone****ORDINANCE REQUEST**

DATE: July 8, 2019**TO: Public Safety, Law and Courts Committee****RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF
THE CITY OF REYNOLDSBURG, OHIO: Repealing/Replacing
Various Sections Chapter 505 Animals and Fowl; Phase Two.**

Approval:

Skipped Brad McCloud	Skipped Jed Hood	Stephen Cicak
-------------------------	---------------------	---------------

See attached.

505.03 ANIMALS RUNNING AT LARGE.

(a) No person being the owner, as defined in Section 501.01(g), of an animal or animals shall permit them to run or traverse at large upon any public place, upon any unenclosed lands, or upon the premises of another without the consent of the owner of such property within the Municipality.

(b) A dog shall not be considered to be running at large if under the reasonable control of some person ~~The owner of every animal within the Municipality shall at all times keep such animal either confined upon the premises of the owner or under the reasonable control of an individual responsible for the animal.~~

(c) The running at large of any such animal in or upon any of the places mentioned in this section is prima-facie evidence that it is running or traversing at large in violation of this section.

(d) No owner of any dog, shall permit the animal to enter upon any property not that of his owner, when it is not securely leashed. ~~or under direct control.~~ The leash securing the animal shall not be longer than six feet in length. **The leash shall be controlled by a person that is physically capable of preventing the animal from entering private property and/or making physical contact with another animal or person, so long as such contact is not initiated by another animal or person.**

(e) An animal may be confined by an underground fence, or any similar device. This is defined as a buried wire which gives a slight electrical charge when activated by a special collar worn by the animal which is to be confined. Such underground and shall not allow the animal to move closer than ten (10) feet from the sidewalk or property line. This section shall not apply to any owner who, at the time of the passage of this ordinance, has in place a non-conforming underground fence.

(f) Whoever violates this section is guilty of a minor misdemeanor. **If, within one year of the offense, the offender previously has been convicted of violating this section, the offender is guilty of a misdemeanor or the fourth degree, and if the offender has two or more violations of this section within one year, the offender is guilty of a misdemeanor in the third degree.**

(Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03; Ord. 48-13. Passed 7-1-13.)

505.05 IMPOUNDING AND DISPOSITION; RECORDS.

(c) A police officer or animal warden may impound every animal or dog within the Municipality found in violation of Section 505.03. Any dog or animal impounded shall not be released except upon the payment of reasonable expenses for its taking and keeping. Any dog or animal not redeemed within three days of the time it is seized or impounded may be sold or otherwise disposed of as provided by Ohio R.C. 955.16.

(d) Impounded Dog.

(1) If an impounded dog is not wearing a valid registration tag, the dog shall forthwith be turned over to an officer charged by law with the custody and disposal of such dogs.

(2) If feasible, the dog should be checked for identification by means of a microchip.

~~(2)~~ (3) If the dog is wearing a valid registration tag or the identity of the owner, keeper, or harborer is otherwise established, notice shall immediately be given to such owner, keeper, or harborer that the dog has been impounded. Notice may be by telephone or by ordinary mail to the last known address of such owner, keeper, or harborer.

(3) (4) A record of all dogs impounded, the disposition of the same, the owner's name and address, if known, and a statement of any costs or receipts involving such dog shall be kept.

(Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)

505.17 NUISANCE CONDITIONS PROHIBITED.

(a) No person shall keep or harbor any animal or fowl within the Municipality so as to create noxious or offensive odors or unsanitary conditions which are a menace to the health, comfort or safety of the public.

(b) Any animal which destroys or damages any lawn, tree, shrub, plant, building or other property other than property of its owner or person in charge or control of such animal by scratching, digging, running loose, defecating or urinating, or otherwise injures property of others as described above is hereby declared a nuisance.

(c) Any person being the owner of or in charge or control of any animal shall immediately remove all feces deposited by such animal from another person's property, including public parks or other public property. The responsible person in charge or control of such animal shall immediately dispose of same in a sanitary manner.

(d) Whoever violates this section is guilty of a minor misdemeanor, however, if within one year of the offense, the offender previously has been convicted of violating this section the offender is guilty of a misdemeanor of the fourth degree, and if the offender has two or more violations of this section within one year the offender is guilty of a misdemeanor in the third degree.

(e) If the offender has two or more violations of this section within one year, the animal may be seized and removed from the City.

(Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)

505.23 ANIMAL BITES; REPORTS AND QUARANTINE.

(a) (1) Whenever any person is bitten by a dog or other animal, report of such bite shall be made to the applicable county Health Commissioner within twenty-four hours. The dog or other animal inflicting a bite shall immediately be examined by a qualified veterinarian and results of such examination shall be reported to the Health Commissioner within twenty-four hours. At the direction of the Health Commissioner, the dog or other animal shall either be confined by its owner or harbored to his premises away from the public at large, or be placed under supervision of a veterinarian at the owner's or harbored's expense. The isolation or observation period shall not be less than ten days from the date the person was bitten at which time a report of the condition of the animal shall be made to the Health Commissioner.

(2) No person shall fail to comply with the requirements of this section or with any order of the Health Commissioner made pursuant thereto, nor fail to immediately report to the Health Commissioner any symptom or behavior suggestive of rabies.

(b) No owner, keeper, or harbored of any dog, cat or ferret shall fail to have same animal vaccinated against rabies **nor shall any animal impounded by the City be released until proof is shown that the animal has been vaccinated against rabies.**

(c) No owner, keeper or harbored of a dangerous dog or other dangerous animal, as defined in 505.01(b) shall fail to report any incident of dog or animal bite within one hour to the City animal control officer or the City Police Department or the County Board of Health.

(d) Whoever violates divisions (a) or (b) is guilty of a minor misdemeanor. Whoever violates division (c) is guilty of a misdemeanor of the fourth degree.

(Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)

505.31 MARKETING WILD OR EXOTIC ANIMALS.

(a) No person shall market in any form wholesale or retail, any vicious, dangerous, wild, or exotic animals within the municipality. ~~Exceptions to the above include pure domestic cats, pure domestic dogs (not hybrid), domestic rabbits, guinea pigs, chinchilla, mice, hamsters, gerbils, parrot like birds, non poisonous fish, non poisonous reptiles and non poisonous snakes under five feet in length, hedge hogs and ferrets.~~

(b) Whoever violates this section is guilty of a misdemeanor of the second degree. Each day such section is violated shall constitute a separate offense.

(Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)

505.33 KEEPING WILD OR EXOTIC ANIMALS.

(a) No person shall own or harbor any wild or exotic animal or animal **within the municipality unless otherwise permitted under Ohio law.** ~~that is endangered within the municipality.~~

~~—(b) Exceptions to division (a) herein are veterinarians for the purpose of medical treatment and educational facilities.~~

~~—(c) Permission to temporarily keep and care for a native Ohio wild or exotic animal that is under the care of a licensed veterinarian shall be obtained from the Ohio Department of Natural Resources.~~

~~—(d) Animals which may be owned or harbored within the municipality are: pure domestic cats, pure domestic dogs (not hybrid), domestic rabbits, guinea pigs, chinchillas, mice, hamsters, gerbils, parrot-like birds, non-poisonous fish, non-poisonous reptiles, and non-poisonous snakes under five feet in length, hedge hogs, ferrets, and horses owned prior to the effective date of this ordinance.~~

(e) **(b)** Whoever violates this section is guilty of a misdemeanor of the second degree. Each day such violation occurs or continues shall constitute a separate offense.

(Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)

~~505.39 REPORT OF ESCAPE OF EXOTIC OR DANGEROUS ANIMAL.~~

~~—(a) The owner or keeper of any member of a species of the animal kingdom that escapes from his custody or control and that is not indigenous to this state or presents a risk of serious physical harm to persons or property, or both, shall, within one hour after he discovers or reasonably should have discovered the escape, report it to a law enforcement officer of the Municipality and the sheriff of the county where the escape occurred.~~

~~—(b) Whoever violates this section is guilty of a misdemeanor of the first degree.~~

~~(Ord. 76-96. Passed 6-10-96; Ord. 72-03. Passed 9-8-03.)~~

Parks & Recreation Dept.**Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST**

DATE: **July 8, 2019**

TO: **Development, Parks and Recreation Committee**

RE: **Ordinance to Authorize the Mayor to Purchase One (1) 2019 Freightliner 300 W.B. Diesel with Air Brakes for the Parks and Recreation Department and Appropriating Funds from the Un-Appropriated 285 Fund--Endowments to a Fund in the Parks & Recreation Department.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Requesting Emergency passage after the 3rd read as it can take up to 6 months to build the bus.

Authorize the Mayor to purchase one (1) 2019 Freightliner 300 W.B. Diesel with Air Brakes from Bus Service Inc., 8120 Howe Industrial Parkway, Canal Winchester, OH 43110.

Requesting that \$159,134.00 from the un-appropriated 285 Fund be appropriated into fund 285.000.5639.0001

*Request waiving competitive bidding as this is a specialized mode of transportation. The Parks and Recreation Department requested quotes and two companies submitted quotes; please see attached. The Parks and Recreation Department request the purchase be from Bus Service Inc., as they are the service provider to the other company that submitted a quote. They are also located in Central Ohio.

Bus Service Inc.

8120 Howe Industrial Parkway
Canal Winchester, OH 43110
Phone: 614-833-0222
Fax: 614-837-2908
Prepared By: Dane Patterson



Buyer's Agreement

DATE:	4/17/2019
Quote:	DP41719-2

Customer
City of Reynoldsburg Parks and Recreation 7232 East Main St Reynoldsburg, OH 43068 (614) 322-4510

Special Instructions and Notes:
44 Passenger plus Driver <i>Bus</i>



DESCRIPTION	Quantity	AMOUNT
2019 Ford F650 290" W.B.		
ALLSTAR XL - FORD F650 - 25,999 GVWR		
ALLSTAR XL 40, 290" W.B. - F-650 DIESEL W/HYDRAULIC BRAKES		
<u>ALL INCLUDED ADDITIONAL FEATURES</u>		
INTERIOR SIDEWALL / REARWALL / CEILING PADDED VINYL INTERIOR		
FLOORING ALTRO CHROMA ANTI-SLIP FLOORING		
EXTERIOR BODY ALL FIBERGLASS EXTERIOR SKIN		
CHASSIS OPTIONS KELDERMAN AIR-RIDE SUSPENSION ROMEO RIM REAR BUMPER STAINLESS STEEL WHEEL INSERT, SET OF 4 VALVE STEM EXTENDER INNER DUAL REAR WHEEL, PAIR		
REAR (AUXILIARY) AIR-CONDITIONING SYSTEM TRANS-AIR 140K BTU SYSTEM		
HEATERS REAR HEATER 65K BTU	2	
MISCELLANEOUS HEATER OPTIONS HEATER BOOSTER PUMP INSULATE HEATER HOSES		

Attachment: BSI Bus Quote (Purchase Bus for Senior Center)

ELECTRICAL

DOOR AJAR WARNING ON REAR DOOR - BUZZER & LIGHT

EXTERIOR LIGHTING

ALL LED EXTERIOR LIGHTS

LED MID SHIP TURN / MARKER LIGHTS

INTERIOR LIGHTING

ALL LED INTERIOR LIGHTS

DUAL READING LIGHTS IN OVERHEAD LUGGAGE

DOOR ACTIVATED INTERIOR LIGHTS

AUDIO / VISUAL

DELUXE AM/FM CD PLAYER (INCLUDES 6 SPEAKERS)

PA SYSTEM W/ 2 SPEAKERS INDEPENDENT OF RADIO

DOORS / HATCHES / WINDOWS

PASSENGER DOOR (ELECTRIC)

REAR DOOR, (2) WINDOWS

ROOF HATCH

BONDED EXTERIOR WINDOWS

LUGGAGE RACK / STORAGE

OVERHEAD LUGGAGE RACK - BOTH SIDES

COVER OVERHEAD RACKS IN MATCHING SEAT MATERIAL

SAFETY OPTIONS

5 LB FIRE EXTINGUISHER

16 UNIT FIRST AID KIT

EMERGENCY TRIANGLE KIT

BACK-UP ALARM

INTERIOR FLAT MIRROR, 6"x 16"

ASA THREE (3) CAMERA SYSTEM (INCLUDES BACK-UP CAMERA)

CROSSOVER MIRROR, CURBSIDE

WHITE STANDEE LINE

"PLEASE STAND BEHIND WHITE LINE WHILE VEHICLE IS IN MOTION"

GRAB RAILS & STANCHIONS

1 1/4" GRAB RAIL PARALLEL TO ENTRANCE STEPS (BOTH STEPS)

STANCHION AND MODESTY PANEL BEHIND DRIVER

SEATING - DRIVER

OEM Driver Seats w/Air Ride Suspension

PASSENGER SEATING

BERKSHIRE HIGH-BACK SEATING

PASSENGER SEAT FABRICS

LEVEL 1 MATERIAL - CUSTOMERS CHOICE

PASSENGER SEAT OPTIONS

BLACK U.S. ARMREST (AISLE ONLY)

SEAT BELTS

RETRACTABLE SEAT BELTS

PROVIDED BY BUS SERVICE INC. ALL MANUALS PREVENTATIVE MAINTENANCE GUIDE	
POPULAR OPTIONS (not included in price below)	
REMOTE KEYLESS ENTRY	\$200.00
LEVEL 3 GRAPHIC PACKAGE	\$1,500.00
SIDE SLIDING SEATS (GIVES PASSENGERS EXTRA ROOM)	\$1,750.00
TV/DVD PACKAGE	\$2,000.00
DUAL USB PORTS INSTALLED AT EACH SEAT	\$3,000.00

\$8450

TERMS AND CONDITIONS

1. 10% Down Payment Due at Order, Balance Due Upon Delivery
2. Does not include tax, title, or document fees
3. This Agreement is Confidential and Not Subject to Distribution
4. Sales Tax is Not Included

Customer Acceptance (sign below):

x _____

Print Name:

Date:

x _____

Signature

Federal ID#:

Total (ea) \$148,084.00

TRADE-IN (\$2,500.00)

TOTAL DUE \$145,584.00**Chassis Options****2019 FREIGHTLINER 300" W.B. DIESEL W/AIR BRAKES****2019 FORD F650 290" W.B. - DIESEL W/AIR BRAKES**

\$5,100.00

\$2,900.00

If you have any questions about this price quote, please contact

Dane Patterson, 614-332-8546, dane@buyabus.net

By Signing this Contract the Signer understands this contract is legal and binding by law and that this order cannot be cancelled.

Total \$150,684⁰⁰

Grand Total \$159,134

Attachment: BSI Bus Quote (Purchase Bus for Senior Center)



Proven Quality.
Trusted Name.

Quote #NQ47236-1

5/20/2019

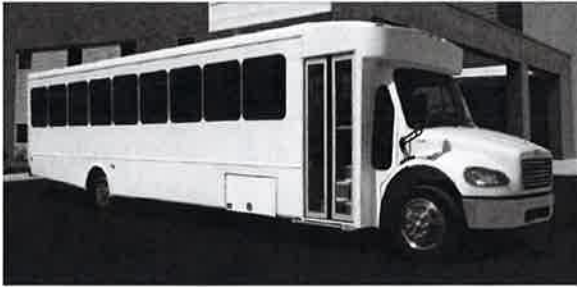
Brad Palmer p 419.836.2835
bpalmer@tescobus.com f 419.836.8460

6401 Seaman Rd. www.tescobus.com
P.O. Box 167230 419.836.2835
Oregon OH 43616-7230

City of Reynoldsburg Parks & Rec

7232 East Main Street
Reynoldsburg OH 43068

Brian McGuire
614-205-9050
bmcguire@ci.reynoldsburg.oh.us



Picture is from a similar vehicle

Qty: 1

Bus

2019 StarTrans President with a 2020 Freightliner S2C 45 passenger & driver

Engine: 6.7L
Wheelbase: 300
GVWR: 29000

Standard Chassis Equipment

Freightliner S2C Cummins 6.7L Diesel 240 hp 29,000 GVWR
Allison Transmission 2500 PTS
Rear Axle Ratio 4.30
Bosch Hydraulic Pin-Slide Disc Front & Rear Brakes
Leece Neville 270 Amp Alternator
Rear Air Suspension
Engine Block Heater
TRW Power Steering
Front Tow Hooks
Front Mud Flaps
Chrome Fender
Fuel Tank - 60 Gallon
Tires - Michelin XZE 255/70R 22.5 x 16 Ply
Daytime Running Lights
Mirrors - Dual West Coast Molded-In Color w/ 8" Convex
Driver Seat - Bostrom Talladega 910 High Back Air Suspension
Adjustable Tilt Steering Wheel
Cruise Control
Batteries - Group 31 (3) Alliance Model 1131 2775 cca
Battery Box Framed Mounted
Drive Shaft Guard
Driver's Door Power Window & Lock
Wood Grain Dash Instrument Panels
OEM Battery Disconnect Switch

Standard Body Equipment

Fully welded steel cage construction with laminated sidewall structure.
"Starview" drivers visibility window in front of entry door.
Electric actuated passenger entry door with full length glass.
Rear mud flaps.
Black powder coated steel rear bumper.
Fiberglass front and rear caps.

Pre-painted white galvanized steel sidewalls and skirts.
One piece seamless FRP roof.
Breakaway rearview mirrors with built in convex.
Sealed LED stop, tail and turn signal lights. LED reverse lights.
LED front and rear marker lights.
LED exterior skirt mounted entry door light.
93" interior floor width.
81" interior floor to ceiling height with standard flat floor.
Floor and wall seat track for flexible seating.
Black slip-resistant flooring.
5/8" exterior grade plywood flooring.
Ceiling and rear wall fabric for sound abatement.
FRP sidewalls.
1.25" left hand vertical passenger assist rail at entry door.
Printed circuit board w/automotive type fuses & LED trouble shooting light.
LED entry door step well lights.
LED driver and passenger area lighting.
36" wide x 36" high upper T-sliders.
Tempered safety glass windows with climate control tint.
Back-up camera system

**Body and Chassis Standard Equipment is subject
to change without notice and may be replaced
by Options Included on next page.**

Attachment: TESCO (Purchase Bus for Senior Center)



Proven Quality.
Trusted Name.

Quote #NQ47236-1

5/20/2019

Brad Palmer

p 419.836.2835

bpalmer@tescobus.com

f 419.836.8460

6401 Seaman Rd.

www.tescobus.com

P.O. Box 167230

419.836.2835

Oregon OH 43616-7230

City of Reynoldsburg Parks & Rec

7232 East Main Street

Brian McGuire

Reynoldsburg OH 43068

614-205-9050

bmcguire@ci.reynoldsburg.oh.us

Options Included

Air Conditioning - ACC

RW45FW4565652121 120K - (2) W2345 In Wall Evap (2) 25065 Cond...

Chassis

Heated /Remote Exterior Mirrors Accustyle 8x15 Head (Pair)
Freightliner Chassis Equipped w/Air Brakes ILO Hydraulic

Doors/Windows

(18) Upgrade to Bonded Window (each) * Requires Black Out Paint
Passenger Door, Electric (standard)
A&M Keypad Entry Door Exterior Access

Electrical

Jensen 6.2" Touchscreen AM/FM/CD/DVD/BT w/6 Speakers
Jensen Also Inc: Navigation, BU Camera & (4) 15" Flip Down Monitors

Exterior

Gloss Black Out Window Paint
LED Rear Center Mount Brake Light, Rectangular
LED Mid-Ship Turn / Marker Lights

Heating

Heater Booster Pump - does not include electric valves
(2) Hot Water Heater, 65K BTU

Interior

Stanchion and Modesty Panel Behind Driver
Overhead Luggage Rack - Both Sides
1 1/4" Grab Rail Parallel to Entrance Steps (both sides)
Altro Meta Storm
Note: Mount Two of the Speakers in Front Bulkhead
Door Activated Interior Lights
Grey Padded Vinyl Interior (walls and ceiling)
(22) LED Dual Reading Lights (Each) In Overhead Luggage

Passenger Seat Options

(20) Black US Armrest - Each (Aisle)

(45) Seat Cover - Level 4

Passenger Seats

(22) Freedman 3 PT Double - (High Back)
Freedman 3 PT Single - (High Back)

Safety

White "Standee" Line
Interior Convex Mirror 6" x 9"
5 Lb Fire Extinguisher
Emergency Triangle Kit
Back-Up Alarm SAE Type C 97 db(A)
25 Unit First Aid Kit

Terms: COD

10% Deposit Required

Valid For: 30 Days

Sales Tax Not Included

Delivery: 90 to 120 Days ARC

Unit Price	\$155,078.00
Mobility Rebate	(\$0.00)
Rebate	(\$0.00)
Delivery	Included

Unit Total \$155,078.00

Ext. Total	\$155,078.00
Trade-in(s)	\$0.00
Net Total	\$155,078.00

Sales Rep.

Purchaser

Fed Tax ID #

Date

Development Department

Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone

ORDINANCE REQUEST

DATE: **July 8, 2019**

TO: **Development Department**

RE: Ordinance authorizing (i) the appropriation of an amount equal to seventy-five (75%) percent of the amount which the City receives in Fiscal Year 2019 pursuant to and in respect of the various joint economic development district (JEDD) contracts to which the City is a party, net of any withholdings by the City to pay administrative costs related to the collection of the related JEDD income taxes and any payments required to be made to other parties pursuant to those contracts, and (ii) the payment of such amount determined pursuant to (i) above to the new Community Improvement Corporation (CIC) known as the Reynoldsburg Development Alliance.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Ordinance authorizing (i) the appropriation of an amount equal to seventy-five (75%) percent of the amount which the City receives in Fiscal Year 2019 pursuant to and in respect of the various joint economic development district (JEDD) contracts to which the City is a party, net of any withholdings by the City to pay administrative costs related to the collection of the related JEDD income taxes and any payments required to be made to other parties pursuant to those contracts, and (ii) the payment of such amount determined pursuant to (i) above to the new Community Improvement Corporation (CIC) known as the Reynoldsburg Development Alliance.

Development Department

**Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone**

ORDINANCE REQUEST

DATE: **July 8, 2019**

TO: **Public Service and Transportation Committee**

RE: **ORDINANCE TO AMEND THE CODE OF ORDINANCES OF
THE CITY OF REYNOLDSBURG, OHIO: Amending Chapter 174
Procedure for Selection of Design Professionals; AND DECLARING
AN EMERGENCY.**

Approval:

Completed Brad McCloud	Pending Jed Hood	Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

In order to get ahead for next year's design and engineering, and due to the holiday break, this would be necessary to send the contract out to bid before 2020.

Ordinance authorizing the amendment of chapter 174, Procedure for selection of design professionals for consulting services.

Changes to Chapter 174, to better suit the needs of the city, and how it operates currently. Effectively changing the RFQ process from two years to four, and updating and including the city engineering services which are currently being done under the same contract.

CHAPTER 174

Procedure for Selection of Design Professionals for Consulting City Engineer Services

- 174.01 Evaluation of qualifications.
- 174.02 Biennial contracts.
- 174.03 Public announcement of contracts.
- 174.04 Timetable for selection process.

174.01 EVALUATION OF QUALIFICATIONS.

(a) The evaluation of qualifications of ~~design professional(s)~~ engineering firms applying for the position of “consulting city engineer” shall be by a committee of ~~five~~ six consisting of the Mayor, Director of Public Service ~~or~~, Director of Parks and Recreation, ~~City Engineer~~ Director of Development, and two members of Council as designated by Council.

(b) The qualification evaluation criteria shall be in accordance with a Consultant Evaluation Form, as prepared by the ~~City Engineer~~ Director of Public Service, and as approved by the Mayor and City Attorney.

~~(c) The evaluation of proposals for specific projects submitted by the City's qualified design professional(s) shall be by a committee of five consisting of the Mayor, Service Director or Parks and Recreation Director, the City Engineer, sponsoring Councilperson (chair), and Division Superintendent.~~

~~(d) Proposals shall be evaluated in accordance with a proposal evaluation form, as prepared by the City Engineer, and as approved by the Mayor and City Attorney.~~

~~(Ord. 65-08. Passed 10-13-08; Ord. 06-16. Passed 2-8-16.)~~

(c) The selection committee will review the submitted qualifications packages and select the highest scoring firm to serve as the primary “consulting city engineer” and select a second firm to serve in this role in the event that the primary firm has a conflict of interest.

(d) The selected firm(s) will provide general consultation services, capital improvement planning, design, and construction services, and private development plan reviews and inspection on behalf of the City. Individual proposals for specific projects will be reviewed by the department and/or division head in charge of the project.

174.02 ~~BIENNIAL CONTRACTS.~~ CONTRACT DURATION

(a) The City will enter into ~~biennial~~ four-year contracts with design professionals ~~as described by a Quality Based Selection Manual, as prepared by the City Engineer, and~~ as approved by the Mayor and City Attorney.

(b) The necessary ~~biennial~~ contracts with design professionals are to be for a consulting engineer, architect/structural engineer. Council, by motion, may identify and increase the number of necessary design professional contracts.

(c) The types of future projects may include capacity studies, environmental services, roadway design and rehabilitation, water, sanitary sewer, and storm sewer design, building design and layout, planning, and other related services, as needed.

(d) The City, at the direction of the Mayor may extend authorized contracts annually, by a motion of council.

(Ord. 65-08. Passed 10-13-08; Ord. 06-16. Passed 2-8-16.)

174.03 PUBLIC ANNOUNCEMENT OF CONTRACTS.

The form of public announcement of contracts for design professionals will be in accordance with a public announcement, as prepared by the ~~City Engineer~~ Director of Public Service, and as approved by the Mayor and City Attorney.

(Ord. 65-08. Passed 10-13-08; Ord. 06-16. Passed 2-8-16.)

174.04 TIMETABLE FOR SELECTION PROCESS.

The timetable for qualification based selection process shall be as follows; unless Council, by motion adopts a revised timetable:

- (a) Public announcement of contracts for engineer, architect and structural engineer to be on or before ~~February~~ August 1st of the ~~second~~ third year of each ~~biennial~~ four-year contract.
 - (b) Receive statements of qualification by ~~March 15th~~ September 1st.
 - (c) The committee of ~~five~~ six established in Section 174.01 is to evaluate qualifications and rank design professionals by ~~April 15th~~ September 15th.
 - ~~(d) The Mayor is to open negotiations with design professionals by May 1st.~~
 - (e) The Mayor is to submit legislation authorizing contract(s) to Council by October 1st.
- (Ord. 144-96. Passed 12-16-96; Ord. 65-08. Passed 10-13-08.)

Development Department

Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone

ORDINANCE REQUEST

DATE: **July 8, 2019**

TO: **Development, Parks and Recreation Committee**

RE: A boundary adjustment between the City of Columbus and the City of Reynoldsburg has been proposed. The site is located on the eastern edge of Brice Road and consists of 3 parcels, as well as a narrow sliver of land adjacent to West Side of Brice (Easement). The proposed adjustment moves the corporate boundary slightly Westward to the edge of the Columbus. The transfer will place Brice Road and associated infrastructure in Reynoldsburg, which it primarily serves. This legislation is being filed in response to the provisions of the Ohio Revised Code - section 709.37 regarding municipal boundary adjustments. Parallel legislation is being submitted to Columbus City Council. Reynoldsburg approval will allow the adjustment proposal to be submitted to Franklin County for finalization.

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak
---------------------------	-----------------------	---------------

WHEREAS, Brice Road and a narrow strip of property along the west side of Brice Road to the North of Interstate 70 is located in the City of Columbus but is adjacent to a larger tract of land as part of the city of Reynoldsburg; and

WHEREAS, it is the desire of the City of Columbus to transfer the subject area, comprised of Brice Road, and three parcels adjacent to Brice Road, to the City of Reynoldsburg which desires to accept said transfer; and

WHEREAS, the proposed transfer does not involve the transfer of territory inhabited by more than five voters; now, therefore,

Development Department

**Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG

Section 1. That in accordance with Section 709.37 of the Ohio Revised Code, the City of Columbus hereby agrees to transfer to the City of Reynoldsburg the land described as follows:

Situated in the State of Ohio, County of Franklin, City of Columbus, lying in One-Half Lots 40 and 41, Sections 23 and 24, Township 12, Range 21, Refugee Lands, and being all of that 0.155 acre tract conveyed to the City of Reynoldsburg by deed of record in Deed Book 3208, Page 452, that 1.080 acre tract conveyed to 2440 Brice Road, LLC by deed of record in Instrument Number 201009160121046, that 1.254 acre tract conveyed to 2444 Brice, LLC by deed of record in Instrument Number 201502250023224, all of that 1.080 acre tract conveyed to Shell Oil Company by deed of record in Deed Book 2849, Page 234, part of that 0.230 acre tract conveyed to the City of Columbus by deed of record in Deed Book 2851, Page 5, and that 2.854 acre tract conveyed to The City of Columbus, Ohio by deed of record in Deed Book 2968, Page 603 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING at the corner common of said 0.230 and 0.155 acre tracts and that 0.533 acre tract conveyed to Ermo Marketing Company by deed of record in Official Record 13866105, in the right-of-way intersection of the westerly right-of-way line of Brice Road and the southerly right-of-way line of Livingston Avenue;

Thence westerly, with the line common to said 0.230 and 0.533 acre tracts, a distance of 130± feet to a point;

Thence northerly, across said 0.230 acre tract, a distance of 52± feet to a point in the centerline of said Livingston Avenue, on an existing City of Columbus corporation line as established by Ordinance Number 413-60, Case Number COC No. 166 and recorded in Miscellaneous Record 123, Page 228, and an existing City of Reynoldsburg corporation line as established by Ordinance Number 476, Case Number Rey No. 7 and recorded in Miscellaneous Record 98, Page 310;

Development Department

Andrew Bowsher
7232 E. Main Street
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Thence easterly, with the northerly line of said 0.230 acre tract, the centerline of said Livingston Avenue, said City of Columbus corporation line (Ordinance Number 413-60) and said City of Reynoldsburg corporation line (Ordinance Number 476), a distance of 145± feet to a point;

Thence southerly, across said 0.230 and 2.854 acre tracts, with said City of Columbus corporation line (Ordinance Number 413-60) and that existing City of Reynoldsburg corporation line as established by Case Number Rey No. 11 and recorded in Miscellaneous Record 136, Page 649, a distance of 1935± to a point;

Thence easterly, across said 2.854 acre tract, with the northerly lines of said 1.080 acre tract and Shell Oil Company tract, said City of Reynoldsburg corporation line (Case Number Rey No. 11) and that existing City of Columbus corporation line as established by Ordinance Number 156-69, Case Number COC No. 265 and recorded in Miscellaneous Record 146, Page 613, a distance of 733± to a point;

Thence southerly, with the easterly line of said Shell Oil Company tract, said City of Columbus corporation line (Ordinance Number 156-69) and said City of Reynoldsburg corporation line (Case Number Rey No. 11), a distance of 734± feet to a point;

Thence westerly, with the line common to said Shell Oil Company tract and that 9.687 acre tract conveyed to HD Development of Maryland, Inc. by deed of record in Instrument Number 200007200143969, a distance of 19± feet to a point in that existing City of Reynoldsburg corporation line as established by Ordinance Number 20-98 and Case No. Rey No. BC-01-98;

Thence with the line common to said Shell Oil Company tract and said 9.687 acre tract, said City of Reynoldsburg corporation line (Ordinance Number 20-98), the following courses and distances:

Northerly, a distance of 20± feet to a point;

Development Department**Andrew Bowsher****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone**

Easterly, a distance of 9± feet to a point; and

Northerly, a distance of 584± feet to a point;

Thence westerly, with the southerly line of said 1.254 acre tract and said City of Reynoldsburg corporation line (Ordinance Number 20-98), a distance of 448± feet to a point;

Thence southerly, with the easterly line of said 1.080 acre tract and said City of Reynoldsburg corporation line (Ordinance Number 20-98), a distance of 55± feet to a point;

Thence easterly, with the southerly line of said 1.080 acre tract, partially with said City of Reynoldsburg corporation line (Ordinance Number 20-98), across said 2.854 acre tract and Brice Road, a distance of 300± to the westerly right-of-way line of Brice Road, the westerly line of said 2.854 acre tract;

Thence with the westerly right-of-way line of Brice Road and the westerly lines of said 2.854 and 0.155 acre tracts, the following courses and distances:

Northerly, a distance of 288± feet to a point;

Easterly, a distance of 11± feet to a point;

Northerly, a distance of 1640± feet to a point;

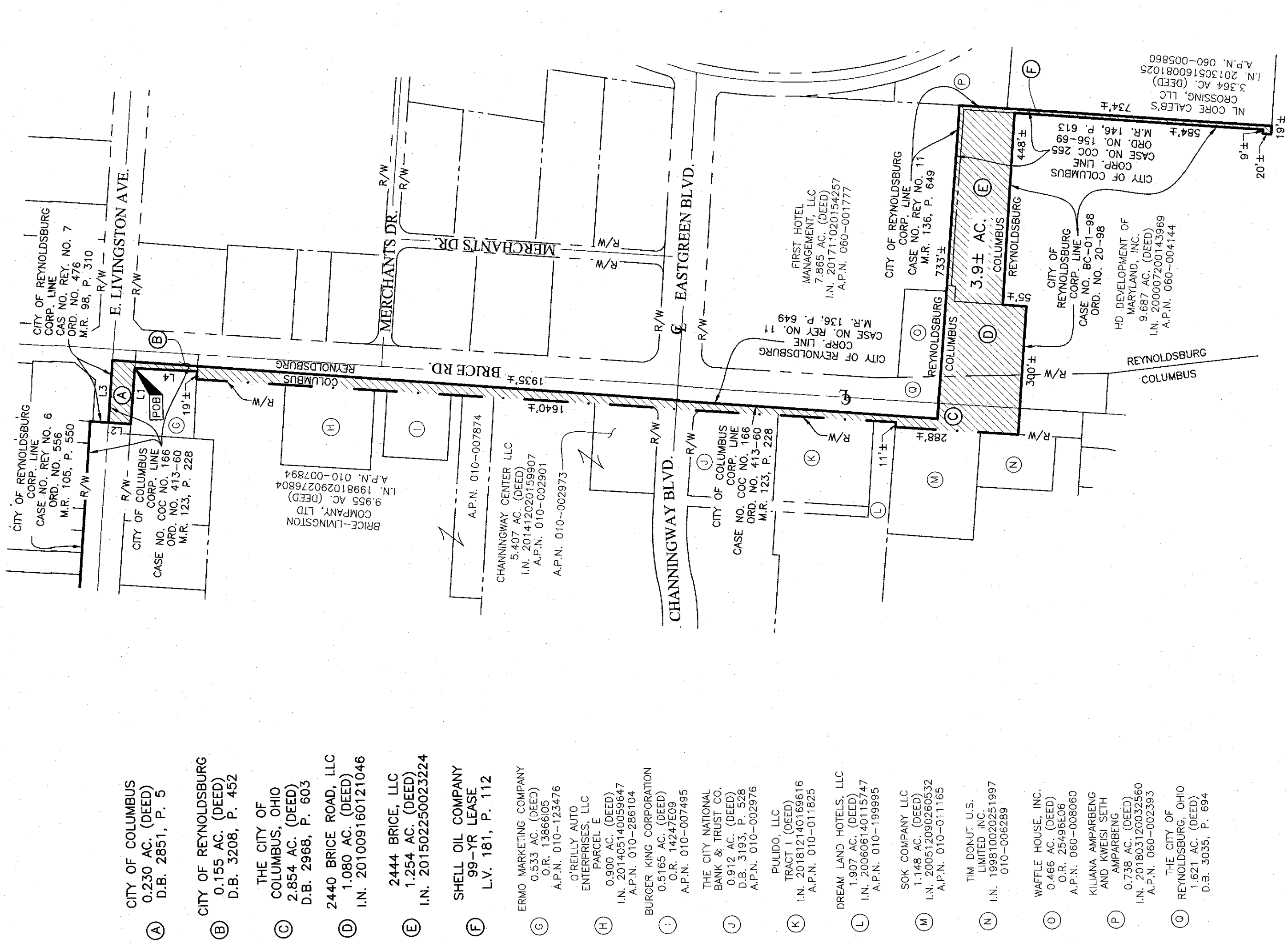
Easterly, a distance of 19± feet to a point; and

Northerly, a distance of 146± feet to the POINT OF BEGINNING, containing 3.9± acres, more or less.

Development Department**Andrew Bowsher****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone**

This description is for annexation purposes only and is not to be used for transfer.

PROPOSED BOUNDARY ADJUSTMENT OF 3.9± ACRES
FROM THE CITY OF COLUMBUS TO THE CITY OF REYNOLDSBURG
HALF LOT 40, SECTION 23 & HALF LOT 41, SECTION 24, TOWNSHIP 12, RANGE 21
REFUGEE LANDS
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO



By *John C. Dodgion* 06/24/2019
John C. Dodgion
Professional Surveyor No. 8069
Date

AREA TO BE ANNEXED
FROM THE CITY OF COLUMBUS TO THE CITY OF REYNOLDSBURG

PROPOSED CITY OF REYNOLDSBURG CORPORATION LINE
EXISTING CITY OF REYNOLDSBURG CORPORATION LINE

Contiguity Note:
Total perimeter of annexation area is 7272 feet, of which 4923 feet is contiguous with the City of Reynoldsburg by Ordinance Numbers 20-98 and 476 and Case No. Rey No. 11, giving 67% perimeter contiguity.

Note:
This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.

EMHIT Evans, Mechwart, Hamblen & Tillon, Inc. Engineers & Surveyors 5500 New Albany Road, Columbus, OH 43254 Phone: 614.775.4500 Toll Free: 888.775.3448 emhit.com	Date:	June 14, 2019
	Scale:	1" = 200'
	Job No:	2019-0016
	Sheet:	1 of 1
REVISIONS		
MARK	DATE	DESCRIPTION

**ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE**

**CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER**

By *[Signature]* Date 6/28/19

**PROPOSED BOUNDARY ADJUSTMENT
OF 3.9± ACRES**

RECEIVED

JUN 28 2019

Franklin County Engineer
Cornell R. Robertson, P.E., P.S.

FROM: CITY OF COLUMBUS

TO: CITY OF REYNOLDSBURG

Situated in the State of Ohio, County of Franklin, City of Columbus, lying in One-Half Lots 40 and 41, Sections 23 and 24, Township 12, Range 21, Refugee Lands, and being all of that 0.155 acre tract conveyed to the City of Reynoldsburg by deed of record in Deed Book 3208, Page 452, that 1.080 acre tract conveyed to 2440 Brice Road, LLC by deed of record in Instrument Number 201009160121046, that 1.254 acre tract conveyed to 2444 Brice, LLC by deed of record in Instrument Number 201502250023224, all of that tract conveyed to Shell Oil Company 99 Year Lease by deed of record in Lease Volume 181, Page 112, part of that 0.230 acre tract conveyed to the City of Columbus by deed of record in Deed Book 2851, Page 5, and that 2.854 acre tract conveyed to The City of Columbus, Ohio by deed of record in Deed Book 2968, Page 603 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

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Attachment: Boundry Adjustment (Boundary Line Adjustment with City of Columbus)

**PROPOSED BOUNDARY ADJUSTMENT
OF 3.9± ACRES**

-2-

FROM: CITY OF COLUMBUS

TO: CITY OF REYNOLDSBURG

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EVANS, MECHWART, HAMBLETON & TILTON, INC.

John C. Dodgion
Professional Surveyor No. 8069



06/24/2019
Date

JCD:anp
3_9 ac 20190016-ANNEX-01.doc

Attachment: Boundry Adjustment (Boundary Line Adjustment with City of Columbus)

PROPOSED BOUNDARY ADJUSTMENT OF 3.9± ACRES

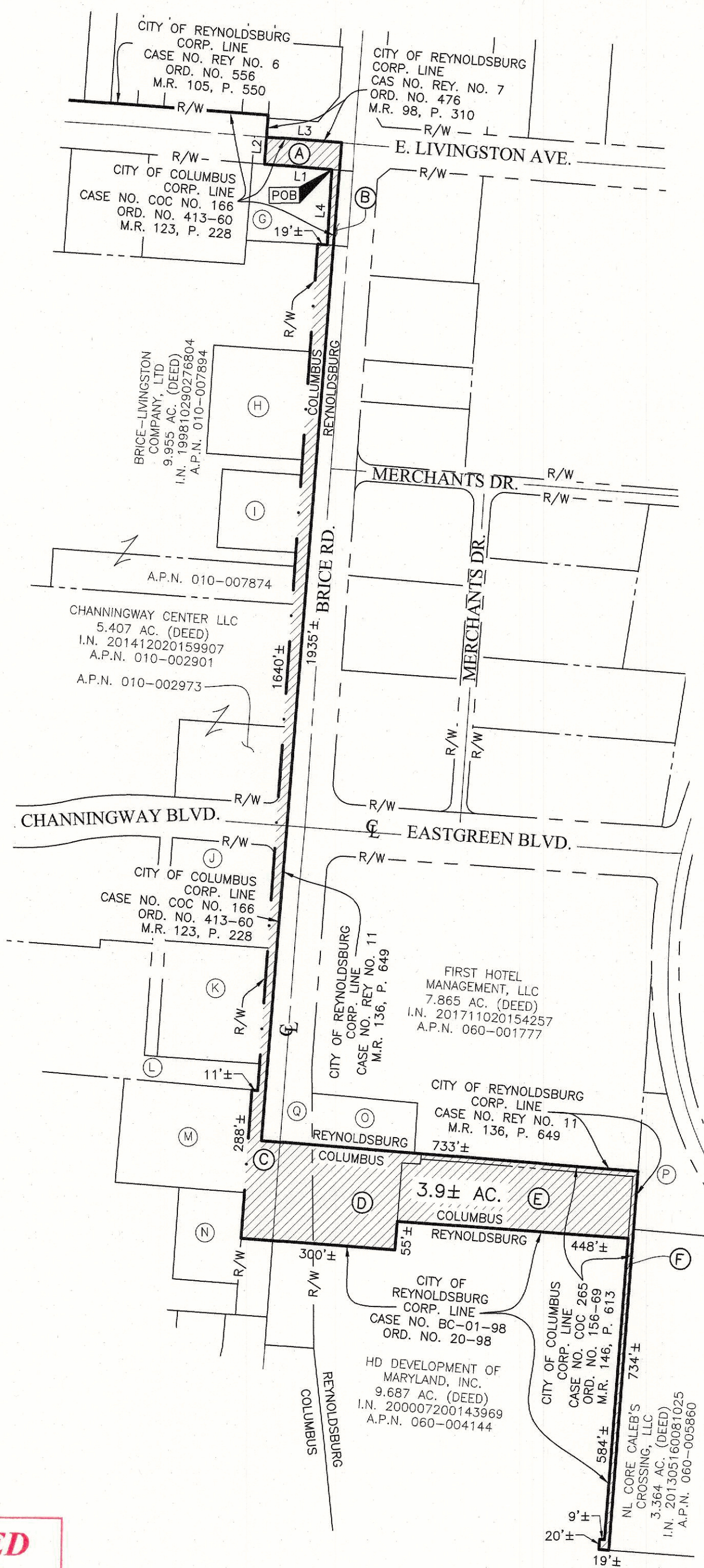
FROM THE CITY OF COLUMBUS TO THE CITY OF REYNOLDSBURG

HALF LOT 40, SECTION 23 & HALF LOT 41, SECTION 24, TOWNSHIP 12, RANGE 21

REFUGEE LANDS

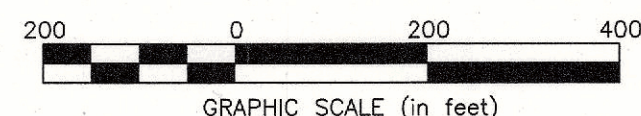
CITY OF COLUMBUS, COUNTY OF FRANKLIN, STATE OF OHIO

- CITY OF COLUMBUS
 0.230 AC. (DEED)
 D.B. 2851, P. 5
- CITY OF REYNOLDSBURG
 0.155 AC. (DEED)
 D.B. 3208, P. 452
- THE CITY OF
 COLUMBUS, OHIO
 2.854 AC. (DEED)
 D.B. 2968, P. 603
- 2440 BRICE ROAD, LLC
 1.080 AC. (DEED)
 I.N. 201009160121046
- 2444 BRICE, LLC
 1.254 AC. (DEED)
 I.N. 201502250023224
- SHELL OIL COMPANY
 99-YR LEASE
 L.V. 181, P. 112
- ERMO MARKETING COMPANY
 0.533 AC. (DEED)
 O.R. 13866105
 A.P.N. 010-123476
- O'REILLY AUTO
 ENTERPRISES, LLC
 PARCEL E
 0.900 AC. (DEED)
 I.N. 201405140059647
 A.P.N. 010-286104
- BURGER KING CORPORATION
 0.5165 AC. (DEED)
 O.R. 14247E09
 A.P.N. 010-007495
- THE CITY NATIONAL
 BANK & TRUST CO.
 0.912 AC. (DEED)
 D.B. 3193, P. 528
 A.P.N. 010-002976
- PULIDO, LLC
 TRACT I (DEED)
 I.N. 201812140169616
 A.P.N. 010-011825
- DREAM LAND HOTELS, LLC
 1.907 AC. (DEED)
 I.N. 200606140115747
 A.P.N. 010-199995
- SOK COMPANY LLC
 1.148 AC. (DEED)
 I.N. 200512090260532
 A.P.N. 010-011165
- TIM DONUT U.S.
 LIMITED INC.
 I.N. 199810020251997
 010-006289
- WAFFLE HOUSE, INC.
 0.466 AC. (DEED)
 O.R. 25496E06
 A.P.N. 060-008060
- KILLANA AMPARBENG
 AND KWEISI SETH
 AMPARBENG
 0.738 AC. (DEED)
 I.N. 201803120032560
 A.P.N. 060-002393
- THE CITY OF
 REYNOLDSBURG, OHIO
 1.621 AC. (DEED)
 D.B. 3035, P. 694



ANNEXATION
 PLAT & DESCRIPTION
 ACCEPTABLE
 CORNELL R. ROBERTSON, P.E., P.S.
 FRANKLIN COUNTY ENGINEER

By *[Signature]* Date *6/28/19*



LINE TABLE	
LINE	DISTANCE
L1	130'±
L2	52'±
L3	145'±
L4	146'±



By *[Signature]* Date *06/24/2019*
 John C. Dodgion
 Professional Surveyor No. 8069

RECEIVED

JUN 28 2019

Franklin County Engineer
 Cornell R. Robertson, P.E., P.S.

AREA TO BE ANNEXED
 FROM THE CITY OF COLUMBUS TO THE CITY OF REYNOLDSBURG

PROPOSED CITY OF REYNOLDSBURG CORPORATION LINE

EXISTING CITY OF REYNOLDSBURG CORPORATION LINE

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Date: June 14, 2019

Scale: 1" = 200'

Job No: 2019-0016

Sheet: 1 of 1

REVISIONS

MARK	DATE	DESCRIPTION

Development Department

Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone

ORDINANCE REQUEST

DATE: **July 8, 2019**

TO: **Public Service and Transportation Committee**

RE: **ORDINANCE AUTHORIZING EMH&T TO CONDUCT
SURVEYING, DESIGN ENGINEERING & BIDDING SERVICES
FOR ROADWAY IMPROVEMENTS TO Davidson Drive;
APPROPRIATING FUNDS THEREFORE.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

EMH&T will provide survey, engineering design and assistance with bidding for the Davidson Drive improvements. The proposed improvements includes a full depth reclamation of the existing pavement section; widening the road, A paved Multi-use trail that connects the park and community center areas to the Blacklick Creek Trail and to East Main Street, Decorative street lighting, Stormwater management, The addition of street trees, and On-street parking

Requesting \$146,824.00 from unappropriated Capital Projects fund (410) and appropriated to is 410.000.0173.5659 Davidson Drive Improvements



Engineers, Surveyors, Planners, Scientists

June 12, 2019

Mr. Keith Kundtz
Street Superintendent
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

**Re: Roadway Improvements for Davidson Drive
Proposal for Engineering Services**

Dear Mr. Kundtz,

EMH&T is pleased to present a proposal for surveying, engineering, and bidding services for the roadway improvements for Davidson Drive between East Main Street and Haft Drive. A preliminary engineering effort, which included a concept exhibit and preliminary opinion of probable cost, was completed for this project (see attached). The proposed improvements include the following:

- Replacement of the deteriorated inverted crown, concrete pavement section with a normally crowned asphalt pavement with curb and gutter.
- Reconstruction of approximately 6,900 square yards of roadway pavement
- The addition of curb/gutter along the edge of the roadway to facilitate better surface drainage
- Enhancements to the existing storm sewer system
- Consistent with the Reynoldsburg Community Master Plan, this improvement will incorporate the following “complete street” features:
 - A paved Multi-use trail that connects the park and community center areas to the Blacklick Creek Trail and to East Main Street
 - Decorative street lighting improvements on the east side of the road (due to limited right-of-way and proximity of private residence backyards on the west side)
 - Stormwater management through the use of rain gardens or similar types of green infrastructure
 - The addition of street trees and rain garden plantings
 - On-street parking will be considered as shown on the preliminary concept exhibit (see attached)

The total anticipated cost of this improvement is \$2,050,000 as outlined in the detailed cost estimate.

SCOPE OF SERVICES

EMH&T will prepare detailed plans and specifications for the roadway improvements for Davidson Drive. The following is a detailed summary of the scope of work for this project:

1. Survey

- a. Topographic Survey – Horizontal and vertical control will be established for a basis of design and construction. Topography necessary for the design of the roadway improvements will be acquired. The Ohio Utilities Protection Service will be called in advance of field survey to provide planning information and field markings. All survey will be on the North American Datum 1983 State Plane Coordinate system and the North American Vertical Datum 1988. Existing topographic features such as existing pavements, embankments, storm sewers, and any other physical features which may be impacted by design will be surveyed.
- b. Right-of-Way Determination – EMH&T will conduct fieldwork and courthouse research necessary to determine the right-of-way limits within Davidson Drive to verify that the designed improvements do not encroach on private property without easements or rights of entry.

2. Roadway Plans and Specifications

- a. EMH&T will coordinate and lead meetings between the design team, City of Reynoldsburg, and any other projects stakeholders. This will include one project kick-off meeting with a site visit and 3 project coordination meetings throughout the design phase at various decision points or project milestone dates. We will develop a project schedule and maintain a project schedule throughout the course of the design phase.
- b. Develop base map using topographic survey, record plan and GIS information to serve as the backbone for detailed design efforts. All existing utilities within the project corridor will be modeled.
- c. Coordinate with a subconsultant to acquire pavement cores/borings along the project corridor to acquire information relating to the existing pavement composition and subgrade condition. This data will be used to develop a pavement section and any subgrade stabilization requirements.
- d. Roadway drawings will be prepared to show the physical layout of the roadway improvements including curb alignment and tapers, on-street parking (if desired), sidewalk improvements, and trail improvements.
- e. Evaluate existing roadway and roadside grades and prepare a proposed profile grade for the roadway improvements.
- f. Driveway and intersection details, showing the proposed limits, grades, and drainage patterns will be prepared for each driveway/access drive entrance.
- g. Cross sections will be prepared for the full width and length of the roadway reconstruction.
- h. Typical roadway sections, plan details, supplemental project notes and specifications will be prepared.
- i. Develop an estimate of quantities and engineer's opinion of probable cost at each of the design milestone stages.
- j. Prepare sedimentation and erosion control plans and details for the improvements.
- k. Staged submittals at the 50%, 75%, and 100% design phase will be prepared and provided to the City, utility companies and any other project stakeholders for comment.

3. Storm Sewer Plans

- a. Evaluate drainage patterns within the project corridor and prepare a storm sewer tributary area map to delineate catchment areas to each of the proposed inlets.

- b. Prepare storm sewer layout and spreadsheet computations using the rational method.
 - c. Evaluate inlet spacing by preparing storm runoff spread calculations. Make adjustments to the design as necessary.
 - d. Evaluate options for post construction water quality and coordinate with the City on green infrastructure alternatives. Prepare detailed design computations and design of post-construction BMP(s).
- 4. Landscape Plans
 - a. Coordinate with the City on plant material preferences and options.
 - b. Develop a street tree planting plan and details.
 - c. Prepare rain garden planting plan and landscape details.
- 5. Traffic and Lighting Plans
 - a. Prepare street lighting plans within the project corridor.
 - i. Evaluate photometrics within the corridor to determine street light spacing
 - ii. Coordinate with AEP on power service and lighting controller locations.
 - iii. Coordinate with private utilities on pole placement
 - b. Traffic control plans, which show pavement markings and roadside signage will be prepared and included in the construction documents.
 - c. EMH&T will develop a maintenance of traffic plan, which outlines a procedure for the contractor to maintain traffic during construction.
- 6. Permitting and Utility Coordination
 - a. We will prepare a Storm Water Pollution Prevention Plan (SWPPP) and a Notice of Intent for the City to send to the Ohio EPA.
 - b. At the various design milestone stages, EMH&T will prepare plan sets for submittal to the private utility companies to confirm the location of their infrastructure and to determine whether or not any conflicts exist between existing utilities and the City's proposed improvements. It is assumed that we will send plans to the utility companies two times during design (75% and 100% plans) and will have up to three utility coordination meeting to discuss any conflicts.
- 7. Bidding
 - a. We will prepare the bidding documents and plan sets necessary to conduct public bidding for the construction of the improvement. Tasks to be completed in conjunction with the bidding phase will include:
 - i. Bid document preparation
 - ii. Advertisement preparation
 - iii. Issuance of addenda, if necessary
 - iv. Bid tabulation, review of bids and formal recommendation of award

Exclusions: Items specifically not included within the scope of this proposal include: Construction inspection, construction administration, land appraisal, private utility relocation design, offsite storm sewer improvements, or environmental investigations.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Notice to Proceed. We anticipate these improvements being designed in 2019 and constructed in 2020.

FEE

These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. This proposal is only for the identified scope of work. Fees for this work described within the Scope of Services shall not exceed the amounts shown in the table below without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

EMH&T SERVICES FEE SUMMARY

Description	Fee
Task 1: Survey	\$9,858.00
Task 2: Roadway Plans	\$70,420.00
Task 3: Storm Sewer Plans	\$21,460.00
Task 4: Landscaping Plan	\$7,686.00
Task 5: Traffic and Lighting Plans	\$25,170.00
Task 6: Permitting and Utility Coordination	\$8,320.00
Task 7: Bidding Services	\$3,910.00
TOTAL FEE	\$146,824.00

If this description and estimated fee meet your approval, please authorize with your signature below. We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. If you have any questions, please do not hesitate to call me at (614) 775-5555.

Respectfully submitted,

Ryan M. Andrews, PE

Cc: Mr. Andrew Bowsher, Director of Development
File (EMH&T)

Attachments: 1. Preliminary Cost Estimate
3. Project Exhibit

Acceptance and Authorization to Proceed:

City of Reynoldsburg
Davidson Drive Improvements

June 12, 2019
Page 5 of 5

Authorized Signature

Print Name and Date



OPINION OF PROBABLE CONSTRUCTION COST
CITY OF REYNOLDSBURG
ROADWAY IMPROVEMENT PROJECT FOR
DAVIDSON DRIVE IMPROVEMENTS
June 7, 2019

Ref	Spec	Item No.	Description	Quantity	Units	Unit Cost	Item Cost
ROADWAY							
1	CMSC/SS	201	Clearing and Grubbing, Including Tree Removal	1	L.S.	\$ 5,000.00	\$ 5,000.00
2	CMSC	202	Concrete Driveway Approach, Removed	100	S.Y.	\$ 5.00	\$ 500.00
3	CMSC	202	Concrete Walk and Ramps, Removed	6,150	S.F.	\$ 2.50	\$ 15,375.00
4	CMSC	202	Other Miscellaneous Removals	1	L.S.	\$ 5,000.00	\$ 5,000.00
5	CMSC/SS	203	Excavation and Embankment, Including Pavement Removal	4,575	S.Y.	\$ 35.00	\$ 160,125.00
6	CMSC/SS	204*	Excavation of Unsuitable Subgrade	150	C.Y.	\$ 40.00	\$ 6,000.00
7	CMSC	204*	Granular Embankment (Item 304)	150	C.Y.	\$ 50.00	\$ 7,500.00
8	CMSC	204*	Geogrid	500	S.Y.	\$ 5.00	\$ 2,500.00
9	CMSC/SS	204	Subgrade Compaction for Roadway	6,860	S.Y.	\$ 2.50	\$ 17,150.00
10	CMSC	301	Asphalt Concrete Base, T=5-in	952	C.Y.	\$ 170.00	\$ 161,840.00
11	CMSC	301	Asphalt Concrete Base, T=3-in	30	C.Y.	\$ 170.00	\$ 5,100.00
12	CMSC	304	Aggregate Base, 6-in	1,202	C.Y.	\$ 50.00	\$ 60,100.00
13	CMSC	407	Trackless Tack Coat, 0.1 gal/SY	1,425	gal	\$ 4.50	\$ 6,412.50
14	CMSC	441	Asphalt Concrete Surface Course, Type 1, (448), PG 70-22M, T=1.25-in	285	Ton	\$ 90.00	\$ 25,650.00
15	CMSC	441	Asphalt Concrete Intermediate Course, Type 1, (448), T=1.75-in	335	Ton	\$ 90.00	\$ 30,150.00
16	CMSC	441	Asphalt Concrete Surface Course, Type 1, (448), PG 70-22M, T=2-in	20	C.Y.	\$ 185.00	\$ 3,700.00
17	CMSC/SS	452	Non-Reinforced Concrete Pavement, Commercial Driveway Approach Removed and Replaced, T=8-in	400	S.Y.	\$ 80.00	\$ 32,000.00
18	CMSC/SS	605	4-in Pipe Underdrains	4,300	L.F.	\$ 7.50	\$ 32,250.00
19	CMSC	607	Timber Pedestrian Fence, Per Detail	100	L.F.	\$ 80.00	\$ 8,000.00
20	CMSC/SS	608	Concrete Walk with 4-in Aggregate Base, Class S	150	S.F.	\$ 7.00	\$ 1,050.00
21	CMSC/SS	608	Asphalt Multiuse Trail with 4-in Aggregate Base, Per Detail	12,300	S.F.	\$ 5.00	\$ 61,500.00
22	CMSC/SS	608	Curb Ramp and Landing, Class COC 5	2,500	S.F.	\$ 10.00	\$ 25,000.00
23	CMSC	608	Detectable Warning Type E, Red, For Shared Use Path, Per COC SS 1551	10	Ea.	\$ 450.00	\$ 4,500.00
24	CMSC	609	Combination Curb and Gutter	4,300	L.F.	\$ 23.00	\$ 98,900.00
25	CMSC	609	Curb, Straight 18-in	150	L.F.	\$ 30.00	\$ 4,500.00
26	CMSC/SS	653	Topsoil Furnished and Placed, T=3-in	500	C.Y.	\$ 55.00	\$ 27,500.00
27	CMSC/SS	659	Seeding and Mulching	6,000	S.Y.	\$ 2.00	\$ 12,000.00
28	CMSC/SS	659	Watering, As Per Plan	1	L.S.	\$ 1,500.00	\$ 1,500.00
29	CMSC	807*	Valve or Curb Box, Adjusted to Grade	10	Ea.	\$ 150.00	\$ 1,500.00
30	SS	SPEC	Stacked Limestone Retaining Wall	500	S.F.	\$ 80.00	\$ 40,000.00
Roadway Construction Subtotal =							\$ 862,302.50
STORM SEWER							
31	CMSC	202	Catch Basin, Removed	5	Ea.	\$ 1,000.00	\$ 5,000.00
32	CMSC/SS	202*	Existing Pipe Removed (12-in to 21-in)	250	L.F.	\$ 20.00	\$ 5,000.00
33	CMSC	601	Rock Channel Protection, Type B with Filter	8	C.Y.	\$ 160.00	\$ 1,280.00
34	CMSC	604*	Manhole, Adjusted to Grade	3	Ea.	\$ 200.00	\$ 600.00
35	CMSC	604*	Catch Basin, Adjusted to Grade	2	Ea.	\$ 250.00	\$ 500.00
36	CMSC	604	Curb and Gutter Inlet	1	Ea.	\$ 250.00	\$ 250.00
37	CMSC	604	Manhole, Type C, Per AA-S102	4	Ea.	\$ 3,000.00	\$ 12,000.00
38	CMSC	604	Catch Basin, Per COC AA-S134A Standard Catch Basin (24" Side Inlets)	1	Ea.	\$ 2,500.00	\$ 2,500.00
39	CMSC	604	Curb and Gutter Inlet	16	Ea.	\$ 3,000.00	\$ 48,000.00
40	CMSC	901	12-in Storm Sewer with Type 1 Bedding and 912 Backfill	800	L.F.	\$ 90.00	\$ 72,000.00
41	CMSC	901	18-in Storm Sewer with Type 1 Bedding and 912 Backfill	300	L.F.	\$ 125.00	\$ 37,500.00
42	SS	SPEC	Rain Garden / Bioretention Basins	1	L.S.	\$ 100,000.00	\$ 125,000.00
Storm Sewer Subtotal =							\$ 309,630.00

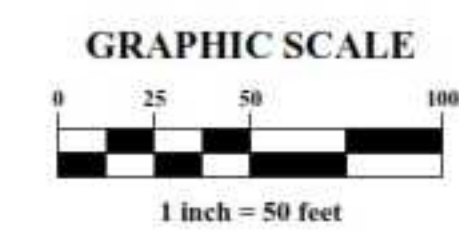
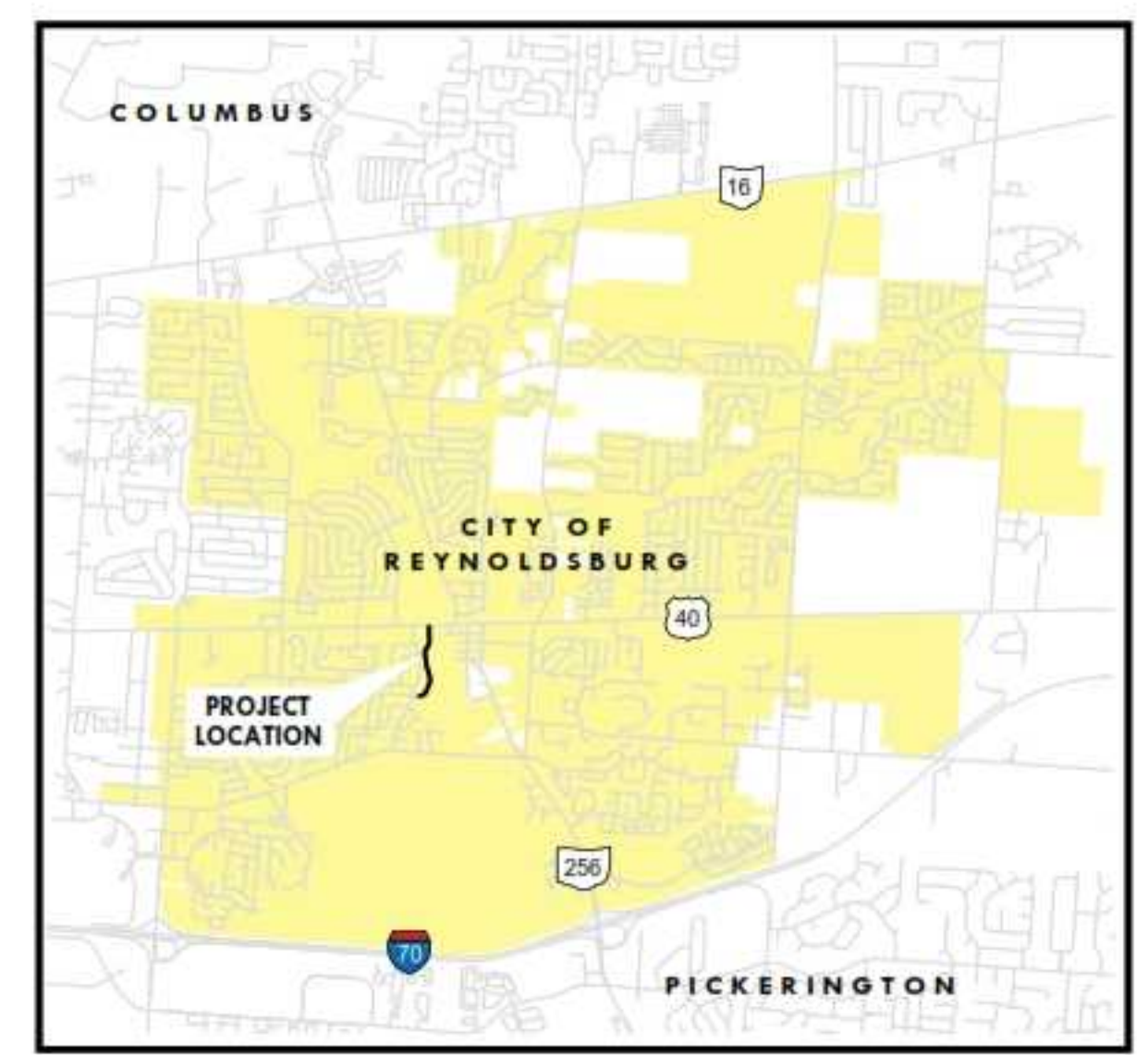
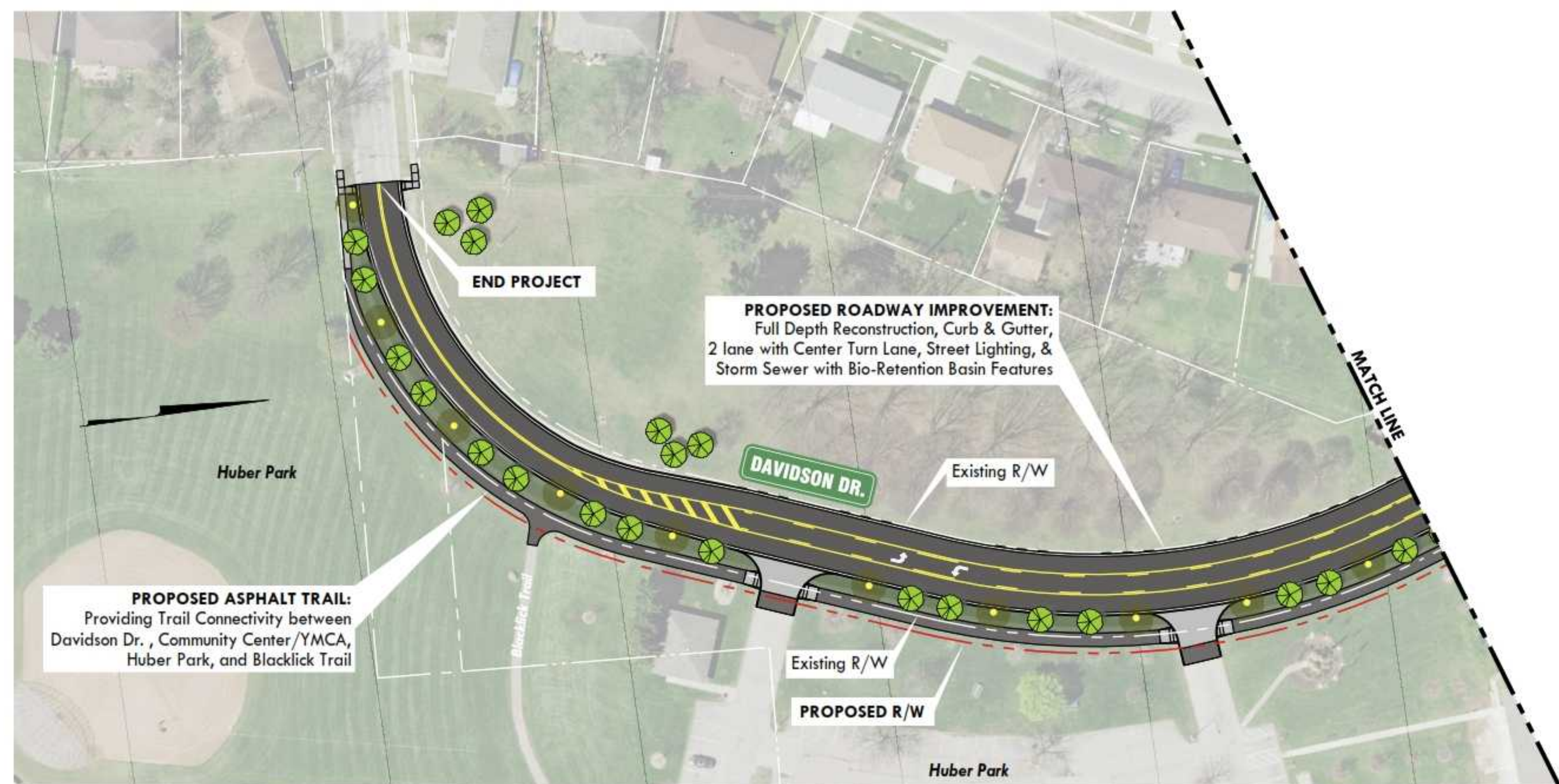
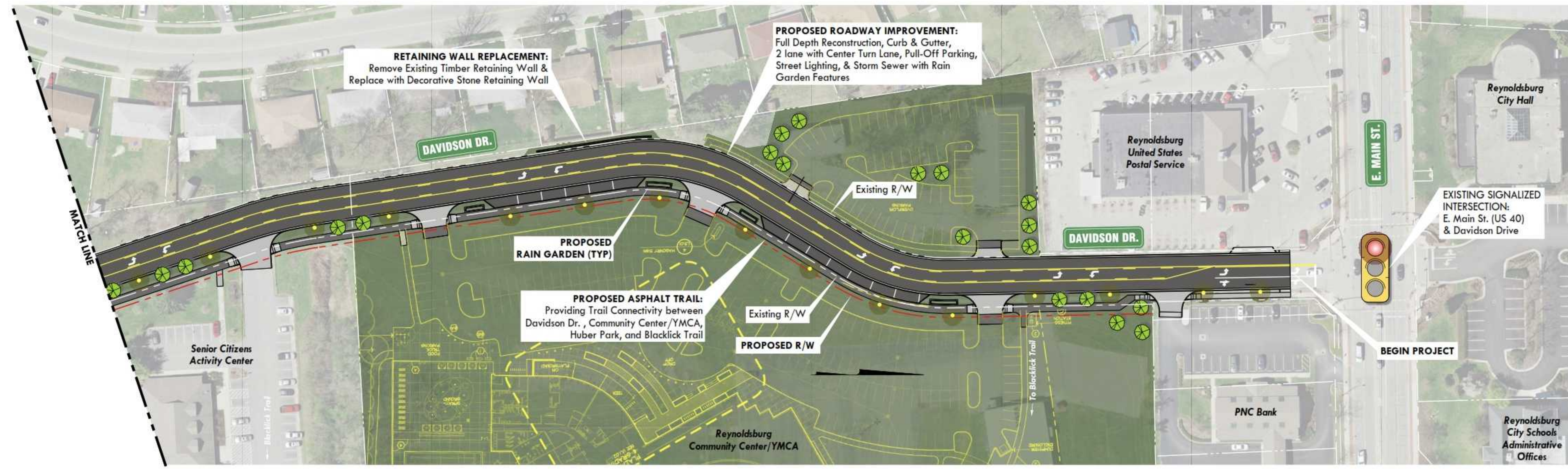
Attachment: Proposal -Davidson Drive 6.12.19 (Davidson Road Improvements)



OPINION OF PROBABLE CONSTRUCTION COST
CITY OF REYNOLDSBURG
ROADWAY IMPROVEMENT PROJECT FOR
DAVIDSON DRIVE IMPROVEMENTS
June 7, 2019

Ref	Spec	Item No.	Description	Quantity	Units	Unit Cost	Item Cost
TRAFFIC CONTROL							
43	CMSC	630	Ground Mounted Support, No. 3 Post, As Per Plan	200	L.F.	\$ 17.00	\$ 3,400.00
44	CMSC	630	Sign Support Assembly, Pole Mounted, As Per Plan	2	Ea.	\$ 500.00	\$ 1,000.00
45	CMSC	630	Sign, Flat Sheet, Type G, As Per Plan	100	S.F.	\$ 30.00	\$ 3,000.00
46	CMSC	630	Removal of Ground Mounted Support and Disposal	20	Ea.	\$ 35.00	\$ 700.00
47	CMSC	630	Removal of Ground Mounted Sign and Storage	20	Ea.	\$ 40.00	\$ 800.00
48	CMSC	644	Center Line	0.85	Mi.	\$ 5,100.00	\$ 4,335.00
49	CMSC	644	Stop Line	25	L.F.	\$ 7.00	\$ 175.00
50	CMSC	644	Crosswalk Line	400	L.F.	\$ 3.50	\$ 1,400.00
51	CMSC	644	Channelizing Line, 10"	150	L.F.	\$ 3.50	\$ 525.00
52	CMSC	644	Transverse/Diagonal Line	300	L.F.	\$ 6.00	\$ 1,800.00
53	CMSC	644	Lane Arrow	12	Ea.	\$ 120.00	\$ 1,440.00
Traffic Control Subtotal =							\$ 18,575.00
STREET LIGHTING							
54	CMSC	1001	Pull Box, Medium Duty, 13"x24" (MIS-54)	25	Ea.	\$700.00	\$ 17,500.00
55	CMSC	1001	6' Street Light Foundation (MIS-201)	25	Ea.	\$1,000.00	\$ 25,000.00
56	CMSC	1001	3-Wire Underground Circuit (MIS-404)	4379	CKT FT	\$7.00	\$ 30,653.00
57	CMSC	1001	3-Wire Pole to be Wired (MIS-501)	25	Ea.	\$600.00	\$ 15,000.00
58	CMSC	1001	120/240V Ground Mounted Control Site, Complete (MIS-603), As Per Plan	1	Ea.	\$6,000.00	\$ 6,000.00
59	CMSC	1001	2-Inch Conduit, Concrete Encased (MIS-700)	3129	L.F.	\$15.00	\$ 46,935.00
60	CMSC	1001	3-Inch Rigid Steel with 2-Inch Conduit Insert Jacked or Drilled (MIS-702)	1010	L.F.	\$48.00	\$ 48,480.00
61	CMSC	1001	Existing Overhead System Removal	1	L.S.	\$8,000.00	\$ 8,000.00
62	CMSC	1001	Post Top Pole, Black	25	Ea.	\$2,150.00	\$ 53,750.00
63	CMSC	1001	Luminaire, 57W LED, 240 Volt, Black, As Per Plan	26	Ea.	\$1,400.00	\$ 36,400.00
64	CMSC/SS	1001	Pad Mounted Controller	1	L.S.	\$ 12,000.00	\$ 12,000.00
Street Lighting Subtotal =							\$ 299,718.00
GENERAL ITEMS							
65	CMSC/SS	207	Sedimentation and Erosion Control	1	L.S.	\$ 15,000.00	\$ 15,000.00
66	CMSC	614	Maintaining Traffic	1	L.S.	\$ 50,000.00	\$ 50,000.00
67	CMSC	623	Construction Layout Stakes	1	L.S.	\$ 15,000.00	\$ 15,000.00
General Items Subtotal =							\$ 80,000.00
*DENOTES CONTINGENCY ITEM				CONSTRUCTION SUBTOTAL = \$1,570,000.00			
				CONTINGENCY (10%) = \$157,000.00			
				OPINION OF PROBABLE CONSTRUCTION COST = \$1,727,000.00			
				ENGINEERING = \$157,000.00			
				INSPECTION = \$157,000.00			
				OPINION OF TOTAL PROJECT COST = \$2,041,000.00			
PREPARED BY: RMA							
CHECKED BY:							
CHECKED DATE: 6/7/2019							

Attachment: Proposal -Davidson Drive 6.12.19 (Davidson Road Improvements)



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REVISIONS		
MARK	DATE	DESCRIPTION



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3448
emht.com



CITY OF REYNOLDSBURG

CITY OF REYNOLDSBURG, OHIO
ROADWAY IMPROVEMENT PROJECT
FOR
DAVIDSON DRIVE
PROJECT CONCEPT EXHIBIT

DATE	JUNE 7, 2019	JOB NO.	20190016
SCALE	1" = 50'	SHEET	1/1

Development Department**Andrew Bowsher****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone****ORDINANCE REQUEST****DATE: July 8, 2019****TO: Public Service and Transportation Committee****RE: ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEYING, DESIGN
STORMWATER INVESTIGATION STUDIES AND PRELIMINARY ENGINEERING AT
VARIOUS LOCATIONS; APPROPRIATING FUNDS THEREFOR.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Study will investigate and determine the reason for and possible solutions to address localized stormwater flooding along Hentz Drive and along Broadwyn Drive, as well evaluating solutions to address recurring maintenance issues within a portion of the roadside ditch along the east side of State Route 256. Residents have documented and reported significant street flooding and, in one location (1409 Hentz Road), yard and building flooding.

Requesting \$36,400.00 from unappropriated Stormwater fund (740) and appropriated to (740.737.5331) engineering/architecture

Development Department

Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone

ORDINANCE REQUEST

DATE: **July 8, 2019**

TO:

RE: **This legislation is for the immediate needs of continuing the Reynoldsburg YMCA Community Center project. Currently this additional 1.3 Million, will cover costs associated with value engineering, splash pad, outdoor slide, pickle ball court, outdoor furniture, rooftop deck, and other pieces of the building which were subsequently taken out during construction to curtail rising costs of materials, labor, and steel.**

Approval:

Completed Brad McCloud	Pending Jed Hood	Completed Stephen Cicak
---------------------------	---------------------	----------------------------

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Statement of necessity: financial needs of continuing the project in a timely manner.

Request Council Appropriate \$1,300,00.00 from the Unappropriated CIP Fund (410) to Account (410.000.0148.5611 - Building) to Cover Costs Associated with the Reynoldsburg YMCA Community Center.

Development Department

**Andrew Bowsher
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6831 Phone**

ORDINANCE REQUEST

DATE: **July 8, 2019**

TO: **Finance and Administration Committee**

RE: **Ordinance Authorizing the request to unappropriate \$4,356.00 from account 110.448.5303 Community Events Service Department, and return to the unappropriated General Fund. In addition appropriate \$4,356.00 from the unappropriated General Fund to account 110.344.5339, Misc. Contract Services, Community Events Department, and Declaring an Emergency.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Pending Stephen Cicak
---------------------------	-----------------------	--------------------------

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Statement of necessity: To cover cost's associated with the Tomato Festival.

Ordinance Authorizing the request to unappropriate \$4,356.00 from account 110.448.5303 Community Events Service Department, and return to the unappropriated General Fund. In addition appropriate \$4,356.00 from the unappropriated General Fund to account 110.344.5339, Misc. Contract Services, Community Events Department, and Declaring an Emergency.

Ordinance Authorizing the request to unappropriate \$4,356.00 from account 110.448.5303 Community Events Service Department, and return to the unappropriated General Fund. In addition appropriate \$4,356.00 from the unappropriated General Fund to account 110.344.5339, Misc. Contract Services, Community Events Department, and Declaring an Emergency.

City Auditor's Office

Stephen Cicak

7232 E. Main Street

Reynoldsburg OHIO 43068

614/322-6858 Phone

ORDINANCE REQUEST

DATE: **July 8, 2019**

TO: **Finance and Administration Committee**

RE: **This ordinance authorizes the Mayor of the City of Reynoldsburg to enter into a contract with MEEDER INVESTMENT MANAGEMENT. THE TREASURY INVESTMENT BOARD AGREED AND VOTED ON THIS JUNE 25th 2019**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

For the Immediate Financial Investment needs of the City of Reynoldsburg

This legislation provides the financial portfolio of the City of Reynoldsburg to be managed by Meeder Investment Management.



Meeder Public Funds Advisory

Customized Investment Portfolios

Prepared for

Stephen Cicak
City Auditor
Reynoldsburg, Ohio

AGENDA

- Firm Overview
- The Meeder Process
- Review & Recommendations
- Value Add

Firm Overview

Who we are

FIRM OVERVIEW

- Founded in 1974
- Registered Investment Advisor
- Over \$18 billion in assets under management and administration (as of 6/30/18)
- Customized solutions for states, counties, cities, schools, townships, libraries, higher education, and special districts.
- Seasoned Investment Team
 - CFAs, CMTs, CAIAs, PRM, FRM, CCM
- Award winning Fixed Income Team



REGISTERED INVESTMENT ADVISOR

Registered Investment Advisor

- Provides full-service investment advice
- Has fiduciary responsibility

Broker

- Purchases financial products on behalf of another for a commission
- Has a suitability requirement

Definition of “Fiduciary” - fi·du·cia·ry - noun

- In law, a person in a position of authority whom the law obligates to act solely on behalf of the person he or she represents and in good faith.

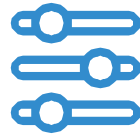
Source: Merriam-Webster

SAMPLE CLIENTS

Ohio City Clients

City of Alliance	City of Celina	City of Hamilton	City of Orrville
City of Amherst	City of Chardon	City of Heath	City of Painesville
City of Ashland	City of Cincinnati	City of Kent	Village of Silver Lake
City of Aurora	City of Columbus	Jackson Township	City of Solon
City of Barberton	City of Dayton	City of Lorain	City of Stow
Village of Barnesville	City of Defiance	City of Middletown	City of Strongsville
City of Bedford	City of Dublin	City of Napoleon	City of Twinsburg
City of Bowling Green	City of Elyria	City of New Philadelphia	City of Vandalia
City of Brecksville	City of Euclid	Village of North Baltimore	City of Vermilion
City of Brunswick	City of Forest Park	City of North Ridgeville	City of Wadsworth
City of Bucyrus	City of Fremont	City of Norwalk	City of Willoughby
City of Cambridge	City of Galion	City of Oberlin	City of Wooster
City of Canton	Granville Township	City of Ontario	City of Zanesville

THE MEEDER DIFFERENCE



CUSTOMIZATION

Each client situation is **unique**. We construct portfolios to fit the needs of our clients, not place our clients in predetermined portfolios that may or may not fit their needs.



HOLISTIC APPROACH

Our investment approach takes a look at the **entire financial picture** of an entity. For example, we will not only help you determine how to invest your portfolio, but how much should be invested, how long should you be investing, and if your bank rates are competitive.



INVESTMENT MANAGEMENT

The **markets change and your investment strategy should too**. We monitor all permissible asset classes in order to make sure you are receiving as much value as possible out of your portfolio. Additionally, Meeder has access to **over 100 brokers** to give you full access to the markets, working to get you the best prices available.



ONGOING PARTNERSHIP

We view the investment of your dollars as a partnership. After the initial investment has been made, we are committed to **regular meetings to discuss changes to the financial needs of your entity**, changes to state funding, and new projects your entity may be getting ready to undertake.



COMPLIANCE MONITORING

Meeder utilizes a portfolio management system complete with compliance monitoring to make sure that you are **always in compliance** with both the laws of your state as well as your investment policy.



Investment Management Agreement

Meeder Public Funds

This Investment Management Agreement ("Agreement") is effective as of the date executed by and between Meeder Public Funds, Inc. ("Meeder"), its applicable affiliates, and the undersigned account owner ("Client").

1. **Investment Management Services.** Under this Agreement, Meeder provides discretionary investment management services for public entity clients in accordance with the terms of the applicable state investment code and investment policy.

2. **Appointment.** Client appoints Meeder as discretionary investment manager to manage the assets deposited in any account subject to the terms of this Agreement ("Account"). Meeder accepts the appointment as investment manager and shall invest, reinvest and manage the securities, cash and other assets of the Account subject to any Investment Policy Statement provided by Client. Meeder shall provide advice only with respect to assets in the Account and shall have no responsibility for the actions or non-actions of predecessor investment advisors or for the management of assets other than the assets allocated to the Account.

3. **Trading Authorization.** Client grants Meeder discretionary trading authority and appoints Meeder as agent and attorney-in-fact with respect to investments in the Account. Meeder may direct the purchase, sale, exchange, conversion, delivery or other acquisition or disposition of securities and other investments in the Account and act on behalf of Client in all other matters incidental to the handling of Account investments, all without prior consultation with Client.

4. **Custody.** Meeder will not assume physical custody of the Account or any portion of it. Client shall establish a custodial account with a qualified custodian ("Custodian"). Client will receive from the Custodian account statements and confirmations identifying assets and transactions in the Account. All transactions will be consummated by payment to, or delivery by, the Custodian of all cash, securities and other assets due to or from the Account. The Custodian shall be responsible for investing any daily cash balances in the Account and Meeder will not exercise discretion to select sweep vehicles for the Account.

5. **Investment Objectives and Restrictions.** Client may provide Meeder with an Investment Policy Statement or other written directions setting forth the investment objectives and any specific investment restrictions or limitations which govern the Account. Meeder shall be entitled to rely on such guidelines, objectives and restrictions relating to the Account as it may receive from Client. It is Client's responsibility to inform Meeder in writing of any changes or modifications to the Investment Guidelines, which shall be given ten days in advance of any such change.

6. **Brokerage.** Unless otherwise directed, Meeder will place trades for the Account through such brokers or dealers as it may select. When selecting brokers, Meeder's primary consideration will be the broker's ability to provide best execution of trades and Meeder may consider the quality and reliability of the brokerage services, trade price and commission, as well as research and other services provided by the broker-dealers.

7. **Trade Aggregation.** Meeder may aggregate trades for multiple clients when, in the adviser's judgment, aggregation is in the best interests of the clients involved. Orders are aggregated to facilitate best execution and allocate equitably among clients the effects of any market fluctuations that might have otherwise occurred had these orders been placed independently. Where it is not possible to obtain the same execution price for all securities purchased or sold on an aggregated basis, Meeder may allocate trades equitably among its clients using the average execution price.

8. **Fees.** For the services provided in accordance with this Agreement, Client will pay an investment advisory fee as indicated on Schedule A to this Agreement. Investment advisory fees do not include custody fees charged by Client's selected Custodian. Where Client has elected to have fees deducted, Client authorizes the Custodian to deduct fees from the Account and pay them to Meeder.

9. **Solicitor Arrangements.** Meeder accepts Clients referred through unaffiliated introducing advisors ("Solicitors") and Meeder Public Funds, Inc. may pay a referral fee directly or through its affiliate, Meeder Advisory Services, Inc., in connection with Client's Account. Each Client who is introduced to Meeder by a Solicitor will acknowledge the amount of the referral fee in a separate Written Disclosure Statement.

10. **Third-Party Payments.** Meeder or its affiliates receive compensation from unaffiliated third-parties for opening, administering or advising certain financial products offered to advisory clients, including STAR Ohio and STAR Plus. Asset based advisory fees are not charged for assets invested in products that pay indirect compensation to Meeder.

11. **Proxy Voting.** Meeder does not accept or assume authority to vote proxies for its public fund clients. Clients will receive their proxies or other solicitations directly from their Custodian.

12. **Electronic Delivery.** Client consents to electronic delivery of all documents from Meeder, including but not limited to a copy of the executed Agreement, statements, confirmations, Meeder's Form ADV Part 2, and other general communications.

13. **Confidentiality.** All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as otherwise required by law or as agreed to in writing by Client. Notwithstanding the foregoing, Client consents to the use of Client's name in sales and marketing material used by Meeder or its affiliates solely for the purpose of identifying the Client as an investment advisory client.

14. **Services to Other Clients.** Client understands that Meeder serves as investment adviser for other clients and will continue to do so. Client also understands that Meeder, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Meeder is not obligated to buy, sell or recommend for Client any security or other investment that Meeder or its Affiliated Persons may buy, sell or recommend for any other client or their own accounts.

15. **Meeder's Representations.** Meeder represents that it is a registered investment adviser under the Investment Advisers Act of 1940.

16. **Client's Representations.** Client represents and acknowledges that: (i) Client is the sole owner of the Account assets and has full power and authority to enter into this Agreement and to commit the assets to Meeder's management and supervision; (ii) that the person signing this Agreement on behalf of Client is authorized and empowered to establish accounts and commit the assets to Meeder's management and supervision on the entity's behalf; (iii) Client has received Meeder's current Form ADV, Part 2A and B; and (iv) Client has received a copy of Meeder's Privacy Policy.

17. **Term.** This Agreement may be terminated by either party for any or no reason upon delivery by first class U.S. mail, postage prepaid, or delivery by hand, of a written "Notice of Termination" to the other party at least thirty (30) days prior to the date of the intended early termination of this Agreement. Termination of this Agreement will not affect the status, obligations or liabilities of the parties to this Agreement that arose prior to such termination.

18. **Limitation of Liability.** Except for negligence, malfeasance or violation of applicable law, neither Meeder nor its officers, directors or employees shall be liable to Client for any action performed, or omitted to be performed, or for any errors of judgment in managing the Account. Nor shall Meeder be liable to Client for any act or failure to act by any other third party. The federal securities laws impose liabilities under certain circumstances on persons

even when they act in good faith. Therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws.

19. **Assignment.** This Agreement may not be assigned by either party without the consent of the other party. Meeder will provide Client at least thirty (30) days prior written notice of any proposed assignment, and Client's consent will be presumed unless Client notifies Meeder otherwise in writing prior to the date of the assignment indicated on the notice.

20. **Amendment.** This Agreement may be amended by Meeder with thirty (30) days prior written notice to Client and may be amended immediately upon notice to the extent reasonably required to satisfy federal or state regulatory requirements.

21. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any conflict or choice of law provisions of that State.

22. **Severability.** If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect.

23. **Affiliates.** To the extent necessary to carry out the terms of this Agreement, any named affiliate of Meeder shall be deemed to be a party to the Agreement for that purpose.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents to become effective as of the day and year first written above.

MEEDER PUBLIC FUNDS, Inc.

CITY OF REYNOLDSBURG

BY Jason Headings

Sr. Vice President

TITLE

SIGNATURE

DATE

BY Bradley L. McCloud

Mayor

TITLE

SIGNATURE

DATE



Meeder Public Funds

Schedule of Fees

As of January, 2019

This schedule sets forth the standard annual investment advisory fee applicable to the Account under this Agreement. The schedule is tiered and each tier of assets under management will be assessed at the rate set forth in the schedule.

Discretionary Accounts	
Assets Under Management	Annual Advisory Fee
Up to \$25,000,000	0.10%
\$25,000,000 - \$50,000,000	0.08%
\$50,000,000 - \$100,000,000	0.06%
Over \$100,000,000	0.04%

Investment advisory fees are subject to minimum fee of \$5,000 per year. Fees are calculated and billed monthly in arrears based on the value of the securities, cash and other assets in the account at the end of the billing period. Unless otherwise agreed, fees are deducted directly from the Account. For clients who utilize Meeder's Preferred Custodian, fees may be credited an amount equal to the custodial fee up to a maximum annual credit of 0.01%. Meeder reserves the right to discontinue credits for custodial fees charged by the Preferred Custodian at any time and upon 30 days' notice in writing of the change to Client.