

February 26, 2013



REQUEST FOR PROPOSAL

**2013 Parking Lot Repairs
CML 13-010**

For Columbus Metropolitan
Library (the Library)

Issued by:

Purchasing Division
96 S. Grant Ave.
Columbus, OH 43215

Deadline for Submittal:

March 21, 2013
No later than 12:00 Noon
EST



Columbus Metropolitan Library
 96 South Grant Avenue
 Columbus, OH 43215-4781
 Purchasing Division, Finance Department
 Wanda Dixon, Purchasing Specialist
 Telephone: (614) 849-1034
 Fax: (614) 849-1134
 E-Mail: wdixon@columbuslibrary.org

REQUEST FOR PROPOSAL

Sealed Proposals will be received at the Security Desk, First Floor, Columbus Metropolitan Library, 96 S. Grant Avenue, Columbus, Ohio 43215 no later than 12:00 pm on March 21, 2013 and will be publicly opened and read immediately thereafter in the Carnegie Room on the second floor at that time. Any proposals arriving after that time will be marked late and will receive no consideration for award.

The Columbus Metropolitan Library is seeking sealed signed written proposals for the **2013 Parking Lot Repairs** according to the requirements included with this RFP.

Any questions or clarifications regarding this RFP should be sent to wdixon@columbuslibrary.org. All questions should be submitted a minimum of five (5) days prior to the opening of the RFP.

The bidder declares to have read and understood and agrees to be bound by all the instructions, terms, conditions and specifications of this Request for Proposal, and agrees to fulfill the requirements of any contract awarded at the prices proposed. The bidder certified, by signature affixed to its proposal that the information provided in its bid including certified statements, is accurate and complete.

Federal Taxpayer Identification Number (TIN)		
Name of person signing bid proposal (Please print or type)	Title	
Offeror Name		
Mailing address		
City	State	ZIP
Telephone	Toll Free Telephone	
Contact Person	Fax Number	
E Mail address		
Authorized Signature (Original signature only) Please use Blue Ink.		

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL.

NOTICE TO BIDDERS

Sealed bids will be received by mail at the Office of the Fiscal Officer, Board of Trustees, or delivered to the first floor Security Desk at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio, 43215-4781 until 12:00 (twelve o'clock) noon, local time, March 21, 2013, and will be publicly opened and read immediately thereafter for all labor, material and services necessary for the:

Parking Lot Repairs 2013

all in accordance with the Contract Documents dated February 28, 2013, and any addenda thereto for said work. A single bid will be received for the work.

Contract Documents may be examined at the Finance Department, Second Floor, Columbus Metropolitan Library 96 South Grant Avenue, Columbus, Ohio 43215.

Bid/Contract documents and specifications are available on our website at

Purchasing Division/Finance Department
Columbus Metropolitan Library
96 South Grant Avenue
Columbus, Ohio
Phone: 614-849-1034
Fax: 614-849-1134

All bids must be accompanied by a Bid Guaranty in the form of a Bid Guaranty and Performance Bond in the total amount of the bid (base bid plus add alternate) or a Certified or Cashier's Check or Letter of Credit in the amount of 10% of the total amount of the bid (base bid plus add alternates).

The Project is subject to Chapter 4115 of the Ohio Revised Code regarding Prevailing Rates of Wages.

The estimated cost of the Parking Lot Repairs is \$245,000.

MANDATORY SITE VISITS are required. Bidders are required to visit the sites where repairs will be made as listed herein.

By order of the Board of Trustees,
Columbus Metropolitan Library
Roger Sugarman, President
Dewitt D. Harrell, Fiscal Officer

INSTRUCTIONS TO BIDDERS

A. EXAMINATION OF DOCUMENTS AND SITE CONDITIONS

1. Bidders are cautioned to carefully review the site and all parts of the Contract Documents, including, but not limited to, Instructions to Bidders; Form of Proposal; Owner-Contractor Agreement; General Conditions of the Contract; Supplementary Conditions of the Contract; Addendum(a), Specifications and Drawings.
2. No allowance will be made subsequently for any error or negligence of the Bidder.

B. OWNER, DESIGNATED REPRESENTATIVE

1. The Owner is:

Columbus Metropolitan Library
96 South Grant Avenue
Columbus, Ohio 43215-4781
(614) 645-2275

2. The Designated Representative is:

Ed Straight, Project Coordinator
Columbus Metropolitan Library
101 S. Stygler Road
Gahanna, OH 43230
(614) 849-1092 (Phone)
(614) 374-3002 (Cell)
(614) 849-1192 (Fax)
Email: estraight@columbuslibrary.org

C. PROJECT

The Project consists of all labor, materials and services necessary for the proper completion of Parking Lot Repairs 2013 all in accordance with the Contract Documents.

D. WORK

The Project consists of the following work repairs to various branch library parking lots located throughout Franklin County. The 2013 work is parking lot repairs including crack repairs, asphalt and sealing.

E-1. ESTIMATE OF COST

The total estimated cost of the Project is \$245,000.00

E-2. ESTIMATE OF ALTERNATES

No alternate identified

F. BID DOCUMENTS

1. Notice to Bidders
2. Instructions to Bidders
3. Prevailing Wage Determination
4. General Conditions
5. Owner-Contractor Agreement
6. Form of Performance Bond
7. Form of Bid Guaranty and Performance Bond
8. Contractor's Affidavit (Section 5719.042 O.R.C.)
9. Form of Proposal
10. Substitution Sheet
11. Form of Lien Waiver
12. Project Specifications

G. PREPARATION OF BIDS

1. All bids must be submitted on the "Form of Proposal" furnished with the set of Contract Documents.
2. All blank spaces shall be filled in, in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and signed by the Bidder. The wording in the Form of Proposal shall be used without change, alteration or addition. Any change in the wording or omission of specified accompanying documents, may cause the proposal to be rejected.
3. Bidders shall note receipt of Addenda on the Form of Proposal.
4. Bidders shall submit one copy of their bids to the Owner. Bids shall be signed with the name typed above the signature. A bidder that is a corporation shall sign its bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
5. Bids shall be enclosed in a sealed opaque envelope with the Bidder's name and title of the Project printed in the upper left hand corner, and addressed to the Clerk-Treasurer of the Board of Trustees, Columbus Metropolitan Library.
6. The completed Form of Proposal shall be accompanied by the following documents;
 - a. The Bid Guaranty. (See Paragraph 8 below).
 - b. A completed Contractor's Affidavit in the form included in the Contract Documents.
 - c. Voluntary Substitution Sheet as included in the Contract Documents.
7. The Bidder shall take the following precautions in preparing Proposals:
 - a. Sign the Proposal, check to insure all blank spaces have been filled in with requested information and that the specified accompanying documents (listed in Paragraph 6. above) have been included in a sealed opaque envelope, addressed to the Fiscal Officer of the Board of Trustees, Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, OH 43215-4781.
 - b. Where the Form of Proposal provides for quoting either an addition or deduction for an Alternate item, indicate whether the sum named is an addition or deduction. If the Alternate is not specifically identified as either an addition or deduction, the Alternate will automatically be considered an "add" Alternate.
 - c. Where the Form of Proposal provides for quoting a unit price, the Bidder shall insert the unit price.
 - 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 is for a specific sum in an amount as instructed in Paragraph 8a. below.

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 Performance Bond included in the Contract Documents; or (2) a Bid Bond, certified check, cashier's check or letter of credit in an amount equal to 10% of the bid. Bid amount shall be the total of all sums bid, including the maximum sums of all add alternates, but excluding all deduct alternates.
- b. Contract Bond: The successful Bidder who, as a Bid Guaranty, submits a Bid Bond, certified check, cashier's check or irrevocable letter of credit in an amount equal to 10% of the bid shall furnish a Contract Bond in the form of the Performance Bond included in the Contract Documents in an amount equal to 100% of the Contract price.
- c. The bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio. 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 met if the surety currently has an A.M. Best Company Policyholders Rating of "A" or better and has or exceed the Best Financial Size Category of Class VII.
- d. All bonds and guarantees shall be issued by companies satisfactory to the Owner. In determining whether a company is satisfactory, the Owner may consider the company's financial stability as indicated by publications and services reporting on its creditworthiness.
- e. All bonds shall be signed by an authorized agent of an acceptable Surety Bonding Company and by the Bidder. (Affix Corporate Seals to all copies.)
- f. Surety Bonding Company bonds shall be supported by credentials showing the Power of Attorney of the agent, and a certificate showing the legal right of the Bonding Company to do business in the State of Ohio, and a financial statement of the Surety.
- g. The Bid Guaranty, as applicable, shall be in the name of or payable to the order of Board of Trustees of the Columbus Metropolitan Library.
- h. The name and address of the Surety and the name, address, telephone number and facsimile number of the Surety's Agent should be typed or printed on each bond.

H. METHOD OF AWARD

- 1. The Owner will receive bids for the following divisions of work all in accordance with the Contract Documents.
 - a. General Trades;
 - b. Plumbing;
 - c. HVAC;
 - d. Electrical.

Subject to the right of the Owner to reject any and all bids and as provided below, the Owner will award a single contract for each division of work listed above or one or more combined contracts for combination(s) of the foregoing divisions of work. Bidders must furnish all information requested on or accompanying the Form of Proposal. Failure to do so may result in disqualification of the bid.

2. Determination of Lowest Responsible 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 responsible bid. In determining which bids are responsible bids, the Owner, in its sole discretion, may take into consideration, not only the amount of the bid, but such of the following criteria as it, in its sole discretion deems appropriate and may give such weight thereto as it, in its sole discretion deems appropriate:

- a. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety;
 - b. The Bidder's prior experience with comparable or more complex projects;
 - c. The Bidder's prior history for the successful and timely completion of projects;
 - d. The Bidder's equipment and facilities;
 - e. The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time;
 - f. The Bidder's prior experience on other projects of the Owner, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time;
 - g. The Bidder's compliance with federal, state and local laws, rules and regulations, including but not limited to the prevailing wage law and Occupational Safety and Health Act.
 - h. The foregoing information with respect to each of the Subcontractors which the Contractor intends to use on the Project; and/or
 - i. Depending upon the type of the work, other essential factors.
3. Within five (5) days after receipt of the bids, the apparent low Bidder will complete and submit to the Owner AIA Document A305, Contractor Qualification Statement and thereafter provide the Owner promptly such additional information as the Owner may request regarding the Bidder's responsibility. Additionally, upon request from the Owner, any other Bidder will promptly complete and submit to the Owner AIA Document A305, Contractors Qualification Statement and such additional information as the Owner may request regarding the Bidder's responsibility.
4. The failure to submit requested information may result in the determination that the Bidder is not responsible.
5. Within five (5) days of receipt of bids or such longer time as may be permitted in writing by the Owner, the apparent low Bidder will submit the following:

- a. The list of all proposed subcontractors and vendors.
 - b. The breakdown of Labor and Material for the Project, including the sum thereof.
6. Affidavit as to Property Taxes

The successful Bidder will be required to submit with their signed Contract, an affidavit in the form required by Section 5719.042, Ohio Revised Code, regarding the status of the Bidder's property taxes. A copy of the form of the affidavit is included in the Contract Documents.

7. No Bidder may withdraw his bid within sixty (60) days after date bids are opened. The Owner reserves the right to waive any formalities or irregularities or to reject any or all bids.
8. 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.

I. EXECUTION OF CONTRACT

1. The successful Bidder shall execute and return to the Owner the Owner-Contractor Agreement within five (5) days (Saturdays, Sundays, and legal holidays excluded) after receipt of the Contract. The form of the Owner-Contractor Agreement is included in the Bid Documents.

J. SUBSTITUTIONS

1. Certain brands of material or apparatus are specified. Each bid will be based on these brands. The use of another brand may be requested as provided herein. Substitutions, however, will not be considered in determining the lowest responsible bid.
2. No Substitution will be considered prior to receipt of bids unless written request for approval has been received by the Owner at least ten days prior to the date for receipt of bids. Such requests 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 drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed Substitution would require, shall be included. The burden of proof of the merit of the proposed Substitution is upon the proposer. The Owner's decision of approval or disapproval of a proposed Substitution shall be final.

If the brand or product is acceptable, the Owner will approve it prior to bidding in an Addendum issued to all Bidders on record.

3. Proposed brands or products not approved by an Addendum, including any set forth in the Substitution Sheet included in the Bid Documents, will be treated as proposals for change orders and shall be held open for acceptance for forty-five (45) days after the entry into the Owner-Contractor Agreement.
4. In proposing a Substitution, the Bidder represents and warrants that each proposal 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 as a result of a substitution which is accepted.

K. 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 Form of Proposal.
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 in its Form of Proposal 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. 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.

L. UNIT PRICES

Where unit prices are requested in the Form of Proposal for a division of work on which the Bidder submits a bid, the Bidder shall quote a unit price. Unless otherwise expressly provided in the Contract Documents, such unit prices shall include all labor, materials and services necessary for which the unit prices are requested. The unit prices quoted in the proposal shall be the basis for any Change Orders entered into under the Owner-Contractor Agreement except where they would cause substantial inequity to the Owner or the Contractor.

M. ADDENDA

1. Any explanation, interpretation, correction or modification of the Bidding 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.
2. Contractors should submit questions to the Owner in advance, to allow sufficient time for the Owner 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 addenda 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.
3. Copies of each Addendum will be sent only to the Contractors to whom Specifications have been issued. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form.
4. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the Owner any error, omission, inconsistency or ambiguity therein.
5. If a Bidder fails to indicate receipt of all Addenda issued by the Owner, on its Form of Proposal, 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 has either no effect or has merely a trivial or negligible effect on price, quality, or delivery of the item bid upon.

N. STATE SALES AND USE TAXES

The Owner is a political subdivision of the State of Ohio. 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 sales tax exemption certificate, executed by the successful Bidder and the Owner, to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates on request.

O. LIQUIDATED DAMAGES

- 1. Each successful Bidder shall commence Work five (5) days after the date of the Notice to Proceed.
- 2. Each successful Bidder shall have its work substantially completed (as Substantial Completion is defined in the Contract Documents) by the respective dates for Substantial Completion set for below:
 - a. General Trades, _____, 20 ____.
 - b. Plumbing, _____, 20 ____.
 - c. HVAC, _____, 20 ____.
 - d. Electrical, _____, 20 ____.

By submitting the Bid, the Bidder agrees that the periods for performing the Work are reasonable, and that the Bidder's Work can be substantially complete by the respective Date(s) for Substantial Completion.

- 3. If the Successful Bidder does not have its Work substantially complete by its Substantial Completion date, the Successful Bidder will pay the Owner (and the Owner may set off from sums coming due the Successful Bidder) liquidated damages at the per diem rate of .033% (i.e., at an annual rate of 12%) of the Contract Sum; provided that if Work is not substantially complete by **October 31, 2013**, such per diem rate for liquidated damages will be increased to .1005% (i.e., at an annual rate of 36%).
- 4. The Bidder acknowledges by submitting its bid and entering into a contract with the Owner that such amounts of liquidated damages represent a reasonable estimate of the actual damages that the Owner would incur if the work is not substantially complete by the foregoing dates. These liquidated damages are damages for loss of use of the Project, and the successful Bidder in addition to the liquidated damages will be obligated to indemnify and hold the Owner harmless from any claims as provided for in the Contract Documents.

P. CHANGE ORDER CONTINGENCY

The Bidder's Bid will NOT include the Change Order Contingency applicable to the Bidder's Work, i.e. the Bidder should NOT add the Change Order Contingency to its Bid or include the Change Order Contingency in its Bid.

Q. 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.
2. By submitting its bid, the bidder agrees that i) the Owner's determination of whether a defect or irregularity affects the amount of the bid in any material respect or otherwise gives the bidder a competitive advantage will be final and conclusive; and ii) the bidder will pay the Owner's attorneys' and consultants' fees related to any challenge to the bid procedure or process, brought directly or indirectly by the bidder and/or any of its affiliates, which is unsuccessful.

END OF THE INSTRUCTIONS TO BIDDERS

STATE OF OHIO
DEPARTMENT OF COMMERCE
WAGE AND HOUR DIVISION
PREVAILING RATES OF WAGES

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ARTICLE 1

CONTRACT DOCUMENTS AND OWNERSHIP OF DOCUMENTS

1.1 CONTRACT DOCUMENTS

- 1.1.1 Should the Contract Drawings and Specifications appear to be in disagreement with each other relative to quality or quantity of work required, the better quality and/or the greater quantity shall govern, and shall be provided, unless instructions are otherwise furnished to the Contractor by the Owner in writing.

1.2 OWNERSHIP AND USE OF DOCUMENTS

- 1.2.1 All Plans, Specifications and copies thereof furnished by the Owner are and shall remain the property of the Owner. They are to be used only with respect to this Project and are not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Owner on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owner's common law copyright or other reserved rights.

ARTICLE 2

ADMINISTRATION OF THE CONTRACT

- 2.1 The Owner's Designated Representative will provide administration of the Owner-Contractor Agreement ("Contract") as provided in the Contract Documents. The Owner's Designated Representative will be a person appointed by the Owner from time to time, authorized to carry out all acts of the Owner, including the entry into Change Orders subject to the Owner's then current policy on Change Orders.
- 2.2 All transmittals, questions, or requests of or to the Owner shall be communicated to the Owner through its Designated Representative.
- 2.3 Neither the Owner nor its Designated Representative will be responsible for or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 2.4 The Owner and its Designated Representative shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access.
- 2.5 The Contractor shall be responsible for scheduling and coordinating the work of all subcontractors and their access to the site, which access shall be subject to the control of the Owner. The Contractor also will be responsible for coordinating its work with the work of any other contractors.

- 2.6 The Owner will have authority to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed.
- 2.7 The Owner's Designated Representative will receive from the Contractor and review all Shop Drawings, Product Data and Samples, coordinate them with information contained in related documents, and transmit to the Owner those recommended for approval.
- 2.8 The Owner will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and the information given in the Contract Documents. The approval of the Contractor's submittals shall not relieve the Contractor from complying fully with the requirements of the Contract Documents.
- 2.9 Upon written notice to the Contractor, the Owner may change its Designated Representative.

ARTICLE 3

OWNER

3.1 DEFINITION

- 3.1.1 The Owner is the person or entity identified as such in the Owner-Contractor Agreement. The term Owner means the Owner or the Owner's authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 3.2.1 The Owner shall not be responsible for furnishing surveys (unless required for the execution of the Work and requested by the Contractor in writing) or other information and to the physical characteristics of, legal limitations of or utility locations for the Project site, but, if required for the Work and requested by the Contractor shall furnish or cause to be furnished to the Contractor a legal description of the Project site, which shall not constitute one of the Contract Documents. The Contractor represents that it is familiar with the Project site and has received all information it needs concerning the conditions of the Project site. The Contractor represents that it has inspected the location of the Work and has satisfied itself as to the condition thereof, including, without limitation, all structural, surface and subsurface conditions. The Contractor shall undertake such further investigations and studies as may be necessary or useful to determine surface and subsurface conditions. Based upon the foregoing inspections, understanding, agreements and acknowledgments, the Contractor agrees and acknowledges (i) that the Contract Sum is just and reasonable compensation for all the Work, including all unforeseen; foreseen and foreseeable risks, hazards and difficulties in connection therewith, (ii) that the Contract Time is adequate for the performance of the Work and (iii) that the Work shall not result in any lateral or vertical movement of any structure. The Contractor shall have no claims for surface of subsurface conditions encountered. The Contractor shall exercise special care in executing subsurface work in proximity of known subsurface utilities, improvements and easements.
- 3.2.2 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, three (3) copies of Plans and Specifications.

ARTICLE 4
CONTRACTOR

4.1 DEFINITION

- 4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement. The term Contractor means the Contractor.

4.2 REVIEW OF CONTRACT DOCUMENTS

- 4.2.1 Prior to submitting its bid, the Contractor shall have studied and compared the Contract Documents and not later than ten (10) days prior to the bid opening, shall report to the Owner any error, inconsistency or omission in the Contract Documents. It will be presumed that the Contractor's bid and the contract sum include the cost of correcting any such error, inconsistency or omission, which could have been discovered by the exercise of reasonable diligence, and, unless the Contractor establishes that such error, inconsistency or omission could not have been discovered by the exercise of reasonable diligence, the Contractor will make such correction so the work is fully functional without additional compensation.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- 4.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall coordinate all portions of the Work under the Contract and coordinate such Work with the work of any other contractors.
- 4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and any other persons performing any of the Work under a contract with the Contractor.
- 4.3.3 The Contractor shall not be relieved from the Contractor's obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner or its Designated Representative in their administration of the Contract, or by inspections, tests or approvals required or performed by any persons.

4.4 LABOR AND MATERIALS

- 4.4.1 The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 4.4.2 The Contractor shall at all times enforce strict discipline and good order among the Contractor's employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned him/her. If the Owner or its designated representative deems any employee of the Contractor or its subcontractors unsatisfactory, the Contractor will transfer or require its subcontractors to transfer such employee from the Project immediately.

4.5 WARRANTIES/GUARANTEES

4.5.1 In addition to any other warranties, guarantees or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

- .1 the Owner will have good title to the Work and all equipment and materials incorporated into the Work and all such equipment and materials will be new;
- .2 the Work and all the equipment and materials incorporated into the Work will be free from all defects, including any defects in the workmanship or materials;
- .3 the Work and all the equipment and materials incorporated into the Work will be fit for the purpose for which they are intended;
- .4 the Work and all the equipment and materials incorporated into the Work will be merchantable; and,
- .5 the Work and all the equipment and materials incorporated into the Work will conform in all respects to the Contract Documents.

Upon notice of the breach of any warranty or guarantee, the Contractor, in addition to any other requirements in the Contract Documents, will proceed to use its best efforts to correct such breach to the satisfaction of the Owner within forty-eight (48) hours after written notice thereof from the Owner. The foregoing warranties and obligations of the Contractor shall survive the Final Payment and/or termination of the Contract.

4.6 TAXES

4.6.1 The Contractor shall pay any sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor, whether or not yet effective.

4.7 PERMITS, FEES AND NOTICES

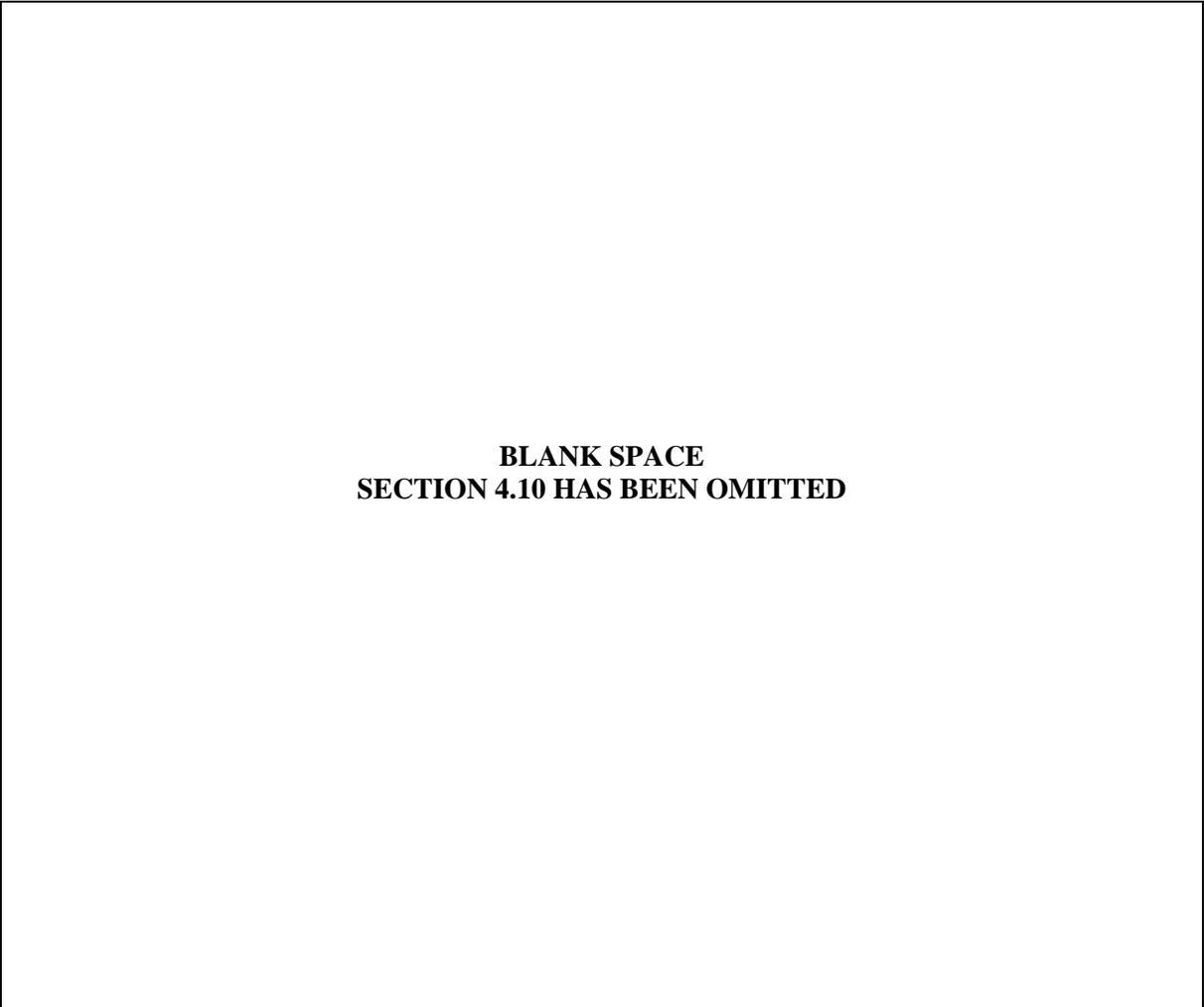
4.7.1 The Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work, which are customarily secured after execution of the Contract.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

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SECTION 4.8 HAS BEEN OMITTED

4.9 STAFF AND EMPLOYEES

- 4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent, who shall be subject to the Owner's approval, shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Upon the written request of the Owner, the Contractor will replace its superintendent immediately.
- 4.9.2 The Contractor shall submit to the Owner promptly and in not less than five (5) days, when requested by Owner, information with respect to names, responsibilities, addresses, previous experience and titles of the principal members of its staff.
- 4.9.3 Each kind of work required to complete the Work shall be performed by expert tradesmen or craftsmen who are thoroughly experienced in the required processes.



4.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 4.11.1 Shop Drawings are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. Shop drawings shall establish the actual detail of all manufacturing or fabricated items; indicate the proper relation to the adjoining work; amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure; and incorporate minor changes of design or construction to suit actual conditions.
- 4.11.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.
- 4.11.3 Samples are physical examples which illustrate materials, equipment or workmanship, and establish standards by which the Work will be judged. When Samples have been approved by the Owner, the respective part of the Work will strictly conform to the Sample.
- 4.11.4 Each Contractor shall prepare and submit to the Owner all required Shop Drawings, Product Data and Samples in accordance with the "Schedule for Submission of Shop Drawings and Samples" as established and updated from time to time by the Owner and with such promptness as to cause no delay. The Contractor shall submit all Shop Drawings, Samples and Product Data to the Owner for its review. All such submissions shall be reviewed by the Contractor before submitting them and shall bear the Contractor's representation that they have been reviewed for completeness and accuracy.
- 4.11.5 By preparing and submitting Shop Drawings, Product Data and Samples, the Contractor represents that it has verified all field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals with the requirements of the Contract Documents.
- 4.11.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples, unless the Contractor has specifically informed the Owner and the Owner's Designated Representative in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval of them.
- 4.11.7 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.
- 4.11.8 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

4.12 USE OF SITE

- 4.12.1 The Contractor shall confine its operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall encumber the site with any materials or equipment, except as expressly permitted by the Contract Documents or the Owner.
- 4.12.2 The Contractor shall coordinate all of its operations with, and secure approval from, the Owner before using any portion of the site.

4.13 CUTTING AND PATCHING OF WORK

- 4.13.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.
- 4.13.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the prior written consent of the Owner. The Contractor shall not withhold from the Owner or any separate contractor consent to cutting or otherwise altering the Work.

4.14 CLEANING UP

- 4.14.1 The Contractor shall, at its own cost and expense, (1) keep the project site free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of the Work by collecting and depositing said materials and rubbish in locations or containers as designated by the Owner from which it shall be removed, (2) clean and remove from the Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete, or dirt caused by the execution of the Work and correct all defects resulting therefrom, (3) at the completion of the Work in each area, perform such final cleaning as may be required to leave the area "broom clean", and (4) at the entire completion of the Work, remove all of its tools, equipment, scaffolds, shanties, and surplus materials. Should the Contractor fail to perform any of the foregoing to the Owner's satisfaction, the Owner shall have the right to perform and complete such work and charge the cost thereof to the Contractor or offset such cost against any sums due the Contractor.

4.15 STREET CLEANING

- 4.15.1 The Contractor shall be responsible for the cleaning of all streets, sidewalks, paved areas, etc., as required to remove any dirt, mud or debris due to the operation of its own forces or that of its Subcontractors and/or material suppliers. Should the Contractor fail to perform any of the foregoing to the Owner's satisfaction, the Owner shall have the right to perform and complete such work and charge the cost thereof to the Contractor or offset such cost against any sums due the Contractor

4.16 SNOW REMOVAL

- 4.16.1 The Contractor shall remove all snow and ice as may be required for the proper protection and prosecution of the Work. The Contractor shall at all times provide and

maintain adequate protection against weather so as to preserve the Work, materials, equipment, apparatus and fixtures free from injury or damage. Should the Contractor fail to perform these obligations, to the Owner's satisfaction, the Owner shall have the right to perform such work and charge the Contractor in the cost thereof or offset such cost against any sums due the Contractor.

4.17 LABOR DISPUTES

4.17.1 If any provision of any selection of the Contract Documents conflicts with any agreements or regulations of any kind at any time in force among members of any Trade Associations, Unions, or Councils, which regulate or distinguish what work shall be or shall not be included in the work of any particular trade, the Contractor shall make all necessary arrangements to reconcile any such conflict without delay, damage or cost to Owner or without recourse or charge to the Owner.

4.18 OVERTIME

4.18.1 If the Owner determines that it is necessary for the Contractor to work overtime to maintain the Project Time Schedule for all or part of the Work, the Contractor shall do so immediately and, except as provided in the Owner-Contractor Agreement, shall assume all costs associated with such overtime work without any additional compensation.

4.19 NON-INTERFERENCE

4.19.1 The Contractor shall perform the Work so as not to interfere with the Owner's ongoing activities and so as not to create any hazards to the Owner's employees or members of the public using the Owner's property.

4.20 PREVAILING WAGE COMPLIANCE

4.20.1 The Contractor will comply fully with the requirements of Chapter 4115, Ohio Revised Code, regarding the payment of prevailing wage rates and shall require its Subcontractors to do likewise. As part of such compliance, the Contractor on behalf of itself and each of its Subcontractors, will provide the Owner on a timely basis and in the form specified by the Owner with i) a list of its paydays and the paydays of each of its Subcontractors, ii) its payroll and its Subcontractor's payroll for each payday, which payroll shows for each employee paid any wages: the employee's name, current address, social security number, number of hours worked each day during the pay period and total for each week (if different), and the employee's hourly rate of pay, job classification, fringe payments, and wage deductions. Upon final completion and prior to final payment, the contractor will execute and deliver and will require its Subcontractors to execute and deliver to the Owner an affidavit, in a form satisfactory to the Owner, stating that the Contractor/Subcontractor has fully complied with sections 4115.03 to 4115.06 Ohio Revised Code. Upon request of the Owner, or a representative of the owner, the Contractor shall make available to the requesting party its daily log/report for the Project, together with any payroll or other prevailing wage reports.

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SECTIONS 4.21 AND 4.22 HAVE BEEN OMITTED**

4.23 INDEMNIFICATION

- 4.23.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Owner's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, including any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as a party or person described in this Paragraph 4.23.
- 4.23.2 In claims against any person or entity indemnified under this Paragraph 4.23 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 4.23 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

- 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor means a Subcontractor or a Subcontractor's authorized representative. The term Subcontractor does not include any separate contractor or any separate contractor's subcontractors.
- 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARDS OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- 5.2.1 Within five (5) days, after the award of the Contract or such longer time as the Owner may agree to in writing, the Contractor shall furnish to the Owner in writing for review by the Owner, an updated list of the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner objects to any such proposed person or entity.
- 5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner has objected.
- 5.2.3 If the Owner objects to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner has no objection. There shall be no charge in the Contract Price as a result of the objection to any proposed person or entity.
- 5.2.4 The Contractor shall make no substitution for any Subcontractor, person or entity previously selected.

5.3 SUBCONTRACTUAL RELATIONS

- 5.3.1 By an appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner. Said agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with their Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound and identify to the Subcontractor any terms and conditions of the proposed Subcontractor which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to their Sub-subcontractors.

5.3.2 Contingent Assignment of Subcontractors and Suppliers Agreements. Each subcontract agreement and supplier's agreement for any portion of the Work is assigned to the Owner; provided that the assignment will only be effective and the Owner will be obligated under any assigned contracts, if and when i) the Owner terminates the Owner-Contractor Agreement for the default of the Contractor and ii) for those agreements which the Owner specifically assumes in writing by written notice to the Contractor or supplier.

5.4 LIEN WAIVERS AND NOTICES OF FURNISHING.

5.4.1 The Contractor will obtain from all its Subcontractors and Suppliers, regardless of tier, payment lien waivers to provide labor, materials, equipment and/or supplies. The lien waiver in the form of the Lien Waiver included in the Contract Documents, must be submitted with the payment applications. By entering into an agreement to provide labor, materials, equipment and/or supplies for the Project, such Subcontractors and Suppliers agree to provide such lien waivers to the Contractor. Upon receipt of Notices of Furnishing, the Contractor will deliver copies of the Notices of Furnishing to the Owner. The Contractor will provide such Subcontractors and Suppliers a copy of its Bid Guaranty and Performance Bond/Contract Bond.

ARTICLE 6

WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform work related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.2 MUTUAL RESPONSIBILITY

6.2.1 If any part of the Contractor's Work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or separate contractor's work as fit and proper to receive the Work, except as to defects which may subsequently become apparent in such work by others.

6.2.2 Should the Contractor cause damage to the work or property of the Owner, or to other work or property on the site, the Contractor shall promptly remedy such damages.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.1.1 The Contractor shall furnish the performance bond required in the Contract Documents.

7.2 RIGHTS AND REMEDIES

7.2.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

7.3 TESTS

7.3.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Owner timely notice of its readiness so the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities.

7.3.2 If the Owner determines that any Work requires special inspection, testing or approval, the Owner will instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give timely notice of the testing to the Owner. The Contractor shall bear all costs of such special testing.

7.3.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and the Contractor shall promptly deliver them to the Owner.

7.4 EQUAL OPPORTUNITY COMPLIANCE

7.4.1 The Contractor agrees that:

- .1 that in hiring of employees for the performance of work under the Contract or any subcontract, no contractor, subcontractor, or any person acting on the Contractor's behalf, shall, be reason of race, creed, sex, handicap, 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 no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the Contract on account of race, creed, sex, handicap or color.
- .3 the Contractor will comply with all applicable equal employment opportunity laws and regulations and any equal opportunity programs now or hereafter adopted by the Owner.
- .4 the Contractor will cooperate with the Owner in complying with its equal employment opportunity obligations.

7.5 LIST OF EQUIPMENT

- 7.5.1 No later than ten (10) days after the award of the Contract or such longer time as the Owner may agree to in writing, the Contractor will submit to the Owner for approval by the Owner a list of all equipment proposed for installation, including the name of the manufacturer of each item of equipment and its model number. The list shall be tabulated by, and be complete for, each section of the Specifications. Requests to use alternate materials will be submitted in accordance with the section on Alternate Materials.

7.6 ALTERNATE MATERIALS

- 7.6.1 When two or more products are specified in the Contract Documents for an item of work, any one of them is acceptable and the choice is left to the Contractor.
- 7.6.2 If the phrase "or equal" is used in the Contract Documents in connection with the specification of materials or equipment, it shall mean that the equal materials or equipment i) are of equal or better quality and serviceability than the materials or equipment specified by name, ii) will not require any changes to the Work or the work of other contractors, and iii) will conform in all respects to the requirements of the Contract Documents. Whether any proposed equal materials or equipment meet these requirements will be subject to the determination of the Owner, which determination will be final.
- 7.6.3 If the Contractor proposes to use equal materials or equipment, the Contractor will submit a written request to the Owner for approval by the Owner as provided below. Such request will be submitted sufficiently in advance so as not to delay any part of the Work and will constitute the representation and warranty of the Contractor that the proposed materials or equipment are of equal or better quality and serviceability than the materials or equipment specified, will not require any changes to the Work of the work of other contractors, and conform in all respects to the requirements of the Contract Documents.
- 7.6.4 Requests proposing equal products, materials or equipment shall be accompanied by evidence whether or not the proposed substitution: (1) is equal in quality and serviceability to the specified item; (2) will not entail changes in details and construction of related work; (3) will be acceptable taking into consideration of the required design and artistic effect; and (4) will provide a cost advantage to the Contractor. The Contractor shall furnish with its request such drawings, specifications, samples, performance data, and other information as may be required of him to assist the Owner in determining whether the proposed materials or equipment is acceptable. The Contractor will not use any "or equal" equipment or material unless such use is approved by the Owner in writing.

7.7 PROJECT SECURITY

- 7.7.1 The Owner may employ night security to patrol the site during non-working hours; however, the Owner does not assume any responsibility for any losses due to property stolen or damaged by vandals or otherwise.

ARTICLE 8

TIME

8.1 DEFINITIONS

- 8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Final Completion of the Work.
- 8.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Contract. The Contractor shall commence work within two (2) business days after the date of the notice to proceed. Prior to the commencement of the Work, the Contractor shall prepare and submit to the Owner such information as the Owner may request regarding the time for the completion of the Work.
- 8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so that the Owner or separate contractors can occupy or utilize the Work or a designated portion thereof for the use for which it is intended. In the event that the Owner desires to exercise the privilege of occupancy or partial occupancy prior to completion and final acceptance of the entire Work, the Contractor shall comply with Owner in making available for Owner's use such building services as heating, ventilation, cooling, water, lighting and telephone for the space or spaces to be occupied, and if the equipment required to furnish such services is not entirely completed at the time Owner desires to occupy the aforesaid space or spaces, the Contractor shall make every reasonable effort to complete same as soon as possible to the extent that the necessary equipment can be put into operation and use. The Owner will pay for any such building services allocable to the part of premises occupied by it.
- 8.1.4 The Date of Final Completion of the Work or designated portions thereof, is the date certified by the Owner on which the Work is complete and all punch list items have been corrected.
- 8.1.5 The term day as used in the Contract Documents shall mean calendar day unless specifically designated otherwise.
- 8.1.6 Each Claim by the Contractor relating directly or indirectly to delays, acceleration or extensions of time shall be accompanied by the Contractor's daily log/report, together with supporting documentation for such daily log/report to substantiate such Claim, with respect to each day which is covered by the Claim.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 PAYMENTS TO SUBCONTRACTORS

- 9.1.1 The Contractor shall promptly pay each Subcontractor upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to their Sub-subcontractors in similar manner.
- 9.1.2 The Owner may, on request and at its discretion, furnish to any Subcontractor information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Owner.
- 9.1.3 The Owner shall have no obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

9.2 CONTRACT SUM

- 9.2.1 The Contract Sum is stated in the Owner-Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

9.3 SCHEDULE OF VALUES

- 9.3.1 Promptly after the award of the contract to the Contractor, the Contractor will submit to the Owner a schedule of values allocated to the various portions of the Work. Such schedule will be in such form and be supplemented by such supporting information as the Owner may require. The Owner may from time to time adjust such schedule if the Owner determines it to be in any way unreasonable or inaccurate. Such schedule, with any adjustments made and approved by the Owner will be the basis for payments to the Contractor.

9.4 APPLICATIONS FOR PAYMENT

- 9.4.1 Payment applications will be submitted on a monthly basis. On or before the date of the month specified by the Owner, the Contractor will submit to the Owner, for approval by the Owner, an itemized payment application in such form and with such supplemental information as the Owner may require. Provided the Contractor's payment application has been submitted on a timely basis and is complete, the Owner will pay the Contractor within thirty (30) days after the Contractor's payment application is approved. The Contractor will only be entitled to payment to the extent such approval is given.
- 9.4.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for

materials or equipment stored on or off the site shall be conditioned upon the inspection of the materials and determination by the Owner that they meet the requirements of the Contract Documents, and the submission by the Contractor of bills of sale or compliance with such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

9.4.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.4.4 The Contractor shall submit with EACH monthly Application for Payment (1) an Affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the previous Application was submitted and the Owner of his property might in any way be responsible have been paid or otherwise satisfied, and (2) releases or waivers of liens arising out of the Contract from each subcontractor, materialman, supplier and/or Contractor.

9.5 PROGRESS PAYMENTS

9.5.1 After the Owner has verified the representations made in the Contractor's Application for Payment and approved the same, the Owner shall make payment in the manner and within the time provided in the Contract Documents.

9.5.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his subcontractors in similar manner.

9.5.3 The Owner may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Owner on account of Work done by such Subcontractor.

9.5.4 The Owner shall have no obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

9.5.5 No progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.6 PAYMENTS WITHHELD

9.6.1 The Owner may withhold payment if, after verifying the representations made in Contractor's Application for payment, the Owner is not satisfied that the Work has progressed to the point indicated or that the quality or quantity of the Work is in accordance with the Contract Documents. Payment may also be withheld because:

- .1 The Contractor is in default of the performance of any of its obligations under the Contract Documents, including, but not limited to: failure to provide sufficient skilled workers; work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Project Time Schedule; and failure to follow the directions of or instructions from the Owner and/or unsatisfactory clean up under subparagraph 4.14;
- .2 The Contractor is in default of the performance of any of its obligations under another contract which it has with the Owner;
- .3 The filing of third party claims or reasonable evidence that third party claims have been or will be filed;
- .4 The Work has not proceeded to the extent the application for payment;
- .5 Any representations made by the Contractor are untrue;
- .6 The failure of the Contractor to make payments to its subcontractors, materialmen or laborers;
- .7 Damage to the Owner's property or the property of another Contractor or person; and/or;
- .8 The determination by the Owner that there is a substantial possibility that the Work cannot be completed for the unpaid balance of the Contract Sum.

9.6.2 If payment is to be withheld by the Owner, the Owner will give written notice to Contractor within twenty-five (25) days after the Owner has received Contractor's Application for Payment.

9.6.3 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

9.7.1 If payment is not made by the Owner to the Contractor as required under the Contract Documents the Contractor may, upon not less than fifteen (15) days written notice to the Owner, suspend work under the Contract Documents; provided that if the reason for non-payment is the result of a dispute between the Owner and the Contractor, the Contractor shall continue working until the dispute has been resolved pursuant to paragraph 9 of the Owner-Contractor Agreement.

9.8 SUBSTANTIAL COMPLETION

- 9.8.1 When the Contractor considers that the Work, or a portion thereof designated by the Owner, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the Owner a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Owner on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- 9.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Owner, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

- 9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection and when he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Owner's final Certificate for Payment will not be an acceptance of any Work which is determined to be defective or otherwise not conform to the Contract Documents or waiver of any rights of the Owner with respect to such Work.
- 9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- 9.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, the Owner shall, upon application by the Contractor and certification thereof,

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 for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished as provided in Paragraph 7.1, 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 the Contractor to the Owner prior to certification of such payment. Such payment shall be made under the terms and conditions governing the final payment, except that it shall not constitute a waiver of claims.

9.9.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- .1 unsettled liens,
- .2 faulty or defective Work appearing after Substantial Completion,
- .3 failure of the Work to comply with the requirements of the Contract Documents, or
- .4 terms of any special warranties required by the Contract Documents.

9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in

connection with the Work. The Owner may implement a safety program, in which case the Contractor will comply with all aspects of such program.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- .1 all employees on the Work, the Owner's employees, the members of the public, and all other persons who may be affected by the Work;
- .2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of the Contractor's Subcontractors or Sub-subcontractors;
- .3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks,

pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and

.4 the work of the Owner or other separate contractors.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

10.2.4 When the use of any hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel and not permit any of the Owner's employees or members of the public using Owner's property to be exposed to them.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Clauses 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damage or loss attributable to the acts or omissions of the Owner. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations hereunder.

10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

10.4 SHORING, BRACING AND SAFETY RAILINGS

10.4.1 The Contractor shall provide all shoring, bracing and safety railings required for safety of its employees, the employees of other contractors or the public and the proper execution of its Work, including the placing or moving of temporary loads over structural elements not intended for such loading. Bracing, shoring and railings shall be installed so that it does not interfere with the work of other contractors. Shoring, bracing and railings shall be removed when no longer required or when directed by the Owner.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain, in a company or companies licensed to do business in the State of Ohio and rated A+ or A by Best's Insurance Reports, insurance for protection from the claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' or workmens' compensation, disability benefit and other similar employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, 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.

11.1.2 The Contractor's Insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

- .1 Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoremen's): Statutory
 - c. Employer's Liability: Statutory
- .2 COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREINABOVE, and including CONTRACTORS; PROTECTIVE LIABILITY INSURANCE if the Contractor sublets to another all or any portion of the Work, with the following minimum limits:

Bodily injury (including death) and property damage with a combined single limit of \$3,000,000.00.

Such Comprehensive General Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- a. Premises-Operations (including X-C/U as applicable).
- b. Independent Contractor's Protective.
- c. Products and Completed Operations, which will be maintained for a minimum period of one year after final payment, with the Contractor to provide the Owner evidence of such coverage during the one-year period.
- d. Personal Injury Liability, coverages A, B & C.
- e. Contractual - including specified provision for Contractor's obligations under Paragraph 4.23.
- f. Broad Form Property Damage including Completed Operations.
- g. Stop Gap liability with a \$100,000.00 limit.

- .3 **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE** covering all owned, non-owned and hired automobiles used in connection with the Work, with the following minimum limits:

Bodily injury (including death) and property damage with a combined single limit of \$3,000,000.00.

"Each of the foregoing minimum limits will be reduced to \$1,000,000.00 for any Contractor where contract sum initially is less than \$200,000.00. The Contractor shall maintain the foregoing coverage for not less than four (4) years after the date final payment is due. The foregoing policy limits may be provided in conjunction with an umbrella policy. Additional Named-Insured Endorsement for general liability and comprehensive automobile liability insurance shall include the following:

- a. Owner;
- b. Board members and employees of the Owner, in their individual capacities as such.

The Contractor's General Liability Insurance shall be written on an occurrence basis, if reasonably available.

- 11.1.3 All policies of the Contractor except for Worker's Compensation shall name the Owner as an additional insured, and shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the Owner.

11.1.4 The Contractor shall furnish one copy each of Certificates of the Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required by Subparagraphs 11.1.1, 11.1.2 and 11.1.3. The form of the Certificates shall be AIA Document G705 or equal. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. The Contractor shall not start work until insurance is obtained and such certificates are provided. Within two (2) days of a request from the Owner, the Contractor will provide the Owner with complete and current copies of the policies under which the insurance coverage required by Subparagraphs 11.1.1, 11.1.2 and 11.1.3 is provided.

11.1.5 The Contractor may provide its required insurance coverage in connection with Umbrella Excess Liability Coverage.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

11.3.1 The Owner will purchase and maintain property insurance upon the entire Work at the site incorporated into the Project to the full insurable value thereof. The insurance will include the interests of the Owner, the Contractors, Subcontractors, and the Sub-subcontractors in the Work. The coverage will provide such all risk protection as is available under the policy purchased by the Owner. The coverage may include deductibles of up to \$1,000.00 per incident. The Contractor, Subcontractors and Sub-subcontractors will bear the risk of loss with respect to these deductibles. The Owner may elect to self-insure the Work, provided that the self-insurance will not exceed \$250,000.00. The self insurance will have coverage identical to the coverage provided by the property insurance purchased by the Owner.

11.3.2 The Owner shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

11.3.3 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause. The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

11.3.4 The Owner shall maintain copies of the insurance it is required to purchase and maintain hereunder at its offices and permit any Contractor to inspect the policies during normal business hours and upon reasonable advance written notice.

11.3.5 If the Contractor requests in writing that insurance for risks other than those described in Subparagraphs 11.3.1 and 11.3.2 or other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

11.3.6 The Owner and Contractor waive all rights against (1) each other and the Subcontractors, Sub-subcontractors, agents and employees each of the other, and (2) separate contractors, if any, and their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Paragraph 11.3 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee.

11.3.7 The Owner as trustee shall have power to adjust and settle any losses with the insurers.

11.4 LOSS OF USE INSURANCE

11.4.1 The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of his property, including consequential losses due to fire or other hazards however caused, to the extent covered by insurance under this Paragraph 11.4.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed to show the recommendation of the Owner's Designated Representative and the approval and authorization of the Owner, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in the Contract Price or the Contract Time. The approval by the Owner of any Change Order shall be valid only if provided in accordance with the policy adopted by the Board of Trustees of the Owner, a copy of which, upon request, will be provided to the Contractor.

12.1.2 The Owner, without invalidating the Contract, may order changes in the Work and/or Contract Time within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and/or the Contract Time. All such changes in the Work and/or Contract Time shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

- .1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 by unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 by the method provided in Subparagraph 12.1.4.

12.1.4 If none of the methods set forth in Clauses 12.1.3.1, 12.1.3.2 or 12.1.3.3 is agreed upon, the Contractor, provided a written order signed by the Owner is received, shall promptly proceed

with the Work involved. The cost of such Work shall then be determined by the Owner, on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, an allowance for overhead and profit equal to fifteen percent (15%) of the actual net increase in the cost. The determination of the Owner if made in good faith will be final. In such case, and also under Clauses 12.1.3.3 and 12.1.3.4 above, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmens' compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of actual net cost to the Owner, payments on account of amounts not in dispute shall be made on the Owner's approval of a payment application. The amount of the decrease in the Contract Sum for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net decrease cost as determined by the Owner.

- 12.1.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted by the Owner.

12.2 CONCEALED CONDITIONS

- 12.2.1 The Contractor shall bear the risk and all costs associated with any concealed or unusual conditions involving the Work, except to the extent that the conditions specified in the Contract Documents are at a variance with such concealed conditions.

12.3 CLAIMS FOR ADDITIONAL COST

- 12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum to which it is entitled, the Contractor shall give the Owner written notice describing with particularity the basis of the increase in the Contract Sum within ten (10) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph 10.3. Except for claims for work performed as a result of such emergency, the failure to give such written notice will constitute an irrevocable waiver of the Contractor's right to seek compensation for such claim. Upon receipt of written notice of the claim, the Owner will determine to what amount, if any, the Contractor is entitled. Subject to the dispute resolution provisions under the Owner-Contractor Agreement, the Owner's determination will be final.

ARTICLE 13

UNCOVERING OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the Owner or its Designated Representative, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by either, be uncovered for their observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Owner or its Designated Representative has not specifically requested to observe prior to its being covered, either may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs, unless it be found that this condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for the payment of such costs.

ARTICLE 14

SUSPENSION OR TERMINATION FOR CONVENIENCE OF THE OWNER

14.1 SUSPENSION FOR CONVENIENCE OF OWNER

14.1.1 The Owner may, in its discretion and without cause, order the Contractor in writing to suspend the Work in whole or in part for such period of time as the Owner may direct. The Contractor will comply with such order.

14.1.2 The Contract Sum will be adjusted pursuant to a Change Order under Article 12 for any increased costs incurred by the Contractor on account of a suspension of the Work; provided that the Contractor will not be entitled to an adjustment to the extent that the Work would have been suspended due to the Contractor's failure to comply with the requirements of the Contract Documents or other errors or omissions of the Contractor.

14.2 TERMINATION FOR THE CONVENIENCE OF THE OWNER

14.2.1 The Owner may, in its discretion and without cause, by written notice to the Contractor terminate the Contract for the Owner's convenience.

14.2.2 Upon receipt of a written notice from the Owner terminating the Contract without cause and for the Owner's convenience, the Contractor will i) immediately cease performing the Work, unless otherwise directed by the Owner, in which case the Contractor will take the action directed by the Owner, ii) take all reasonable and necessary action to protect and preserve the Work, and iii) unless otherwise directed by the Owner, terminate all agreements with Subcontractors and suppliers.

- 14.2.3 If the Contract is terminated without cause and for the Owner's convenience and there exists no event of the Contractor's default, as defined in the Owner-Contractor Agreement, the Owner will pay the Contractor i) for Work performed under the Contract up to the date the notice of termination is received by the Contractor at the rates for Work performed under the Contract, including overhead and profit up to the date of termination, ii) for Work performed at the direction of the Owner on or after the date on which the notice of termination is received by the Contractor, as determined by the procedures applicable to Change Orders under paragraph 12.1.3, iii) for work necessary to protect and preserve the Work, as determined by the procedures applicable to Change Orders under paragraph 12.1.3, iv) the reasonable and necessary costs of terminating the Contractor's agreements with Subcontractors and suppliers, and v) such other costs as are incurred by the Contractor directly as a result of the termination of the Contract.
- 14.2.4 If the Contract is terminated without cause and for the Owner's convenience and there exists an event of the Contractor's default, as defined in the Owner-Contractor Agreement, the Contractor will be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under the Owner-Contractor Agreement.
- 14.2.5 The termination of the Contract with or without cause will be without prejudice to any rights or remedies which exist at the time of termination.

END OF THE GENERAL CONDITIONS

OWNER-CONTRACTOR AGREEMENT

Board of Trustees of the Columbus
Metropolitan Library ("Owner")
96 South Grant Avenue
Columbus, Ohio 43215
FAX # 614-849-1365

Contractor:

FAX # _____

Date: _____

This document is an agreement between the Owner and the Contractor for the Work described below entered into as of the date set forth above.

The Owner and the Contractor agree as set forth in the following paragraphs:

1. Work. The Contractor will furnish all the labor, services, materials, plant, equipment, tools, scaffolds, appliances and all other things (collectively called the "Work") necessary for the timely and proper completion of 2013 Parking Lot Repairs.

The Contractor will perform the Work in strict conformance with the Contract Documents. The Work is part of the improvements being constructed by the Owner, which is a political subdivision of the State of Ohio. Such improvements are collectively called the "Project."

In performing the Work, the Contractor will proceed so as to complete its Work as the Contract Documents require and to the extent applicable to the Contractor's Work, in accordance with the Project Time Schedule prepared by the Owner and any changes thereto made or approved by the Owner. The Contractor will at all times furnish sufficient skilled workers, materials and equipment to perform the Work in strict conformance with the Contract Documents, and so as not to delay any part of the Project. All materials and equipment provided will be new, free from all defects, fit for the purpose for which they are intended, and merchantable.

2. Contract Documents. The Contract Documents consist of the Plans, Specifications, Addendum(a), Conditions of the Contract, Supplementary Conditions, Special Conditions, this Agreement, Notice to Bidders, Instructions to Bidders, Bid Form, Change Orders, and any other documents specifically agreed by the parties to be included in the Contract Documents. The Contractor represents for the reliance of the Owner and agrees that it has carefully examined the Contract Documents, including parts applicable to other trades, understands this Agreement, has carefully investigated the nature; locality and site of the Work, and confirmed the, location of the site utilities and any existing structures, and the conditions and the difficulties under which the Work is to be performed and correlated this investigation with the requirements of the Contract Documents. In the event of a conflict between this Agreement and any of the other Contract Documents, the terms of this Agreement will control.

2.1 Intent of the Contract Documents. The intent of the Contract Documents is to include all labor, equipment, and materials necessary for the proper and timely execution and completion of the Work, even though such labor, equipment, and materials are not expressly included in the Contract Documents. The Contract Documents are complementary, and what is required by one will be as binding as if required by all. The Contractor will be required to perform all parts of the Work, regardless of whether the parts of the Work are described in sections of the Contract Documents applicable to other trades.

3. Owner's Designated Representative. The Designated Representative will be the Owner's representative with respect to all matters involving the Owner. All communications with the Owner will be through the Owner's Designated Representative. The Owner's Designated Representative will have authority to act for the Owner only as set forth in the Contract Documents.

4. Time for Completion and Project Coordination.

4.1 Project Time Schedule. The "Project Time Schedule" means the project schedule prepared by the Owner and any amendments to it approved by the Owner. The Contractor i) will cooperate with the Owner by providing timely information for the scheduling of the times (including staffing levels by day for the Project) and sequence of the operations required for the Work to be substantially complete as required by the Contract Documents, ii) will continuously monitor the Project Time Schedule so as to be fully familiar with the timing, phasing and sequence of the operations of the Work and to the other work on the Project, and iii) will execute the Work in accordance with the requirements of the Project Time Schedule.

4.1.1 Time is of the Essence. THE PERIODS IN THE PROJECT TIME SCHEDULE AND THE DATE(S) FOR SUBSTANTIAL COMPLETION ARE OF THE ESSENCE OF THIS AGREEMENT.

4.1.2 If the Contractor fails to submit a proposed construction schedule or revision to it as required by the Contract Documents, the Contractor will pay the Owner and the Owner may set off from any sums due the Contractor liquidated damages in the amount of \$50.00 per day for each day that the proposed construction schedule or revision to it is not submitted as required.

4.1.3 Extensions of Time for Completion. If the Contractor is delayed at any time in its progress of the Work by one of the delays for which an extension of time is permitted and gives the Owner written notice specifically describing the delay within forty-eight (48) hours of its commencement, the date for the Substantial Completion of the Work will be extended by Change Order for such reasonable time as the Owner may determine. The date for Substantial Completions will not be extended for any other reason. The failure to give such notice will constitute an irrevocable waiver of the Contractor's right to seek an extension for such delay. The only delays for which the Contractor will be entitled to an extension of the time for completion will be delays caused by i) the Owner, ii) physical damage to the Project over which the Contractor has no control, iii) labor disputes beyond the control of the Contractor, and iv) unusually severe weather conditions not reasonably anticipatable. Any extensions of time will only be granted pursuant to the procedures for Change Orders set forth in the General Conditions.

4.1.4 Delay Caused by Owner. Notwithstanding anything to the contrary in Paragraph 4.1.2, the Contractor shall be entitled to neither an extension of time nor damages (whether for loss of productivity or efficiency, temporary winter heat and conditions, or otherwise) arising out of delays for an aggregate of 30 days which are caused by the Owner or its agents, regardless of the reason for the delay. The Contractor knowingly, and by entering into this Agreement, accepts the risk that the Contractor could be delayed in the prosecution of the Work for up to 30 days for any reason attributable to the wrongful or negligent action or inaction of the Owner or its agents. In the event the Contractor is delayed for more than 30 days due to the wrongful or negligent action or inaction of the Owner or its agents, to the extent that the Owner or any of its agents is responsible for such delay in excess of 30 days, the Contractor's sole and exclusive remedy shall be to recover from the Owner the following and only the following damages: the Contractor's "out of pocket costs" incurred as a result of the delay, but only to the extent that the Owner or any of its agents is responsible for the delay in excess of 30 days,

plus 10% of the aggregate of such out of pocket costs as overhead, including without limitation home office overhead, regardless of the actual costs. "Out of pocket costs" shall be limited to additional materials, labor costs, job site supervision, extended general conditions (limited to telephone, electric, gas, temporary heat, toilet, dumpster, and equipment), and insurance directly arising out of the delay for which the Owner or any of its agents is responsible. The Contractor acknowledges that the foregoing limitation on damages is reasonable under the circumstances.

4.1.5 Limitation on Damages. Except as provided in Subparagraph 4.1.4 above, the Contractor agrees not to make any claim for damages for delays, acceleration and/or loss of productivity in the performance of the Work against the Owner, its employees or agents, including but not limited to any claim for additional compensation for delays, acceleration and/or loss of productivity caused by: the failure to obtain rights of way and/or zoning, other contractors, the failure to have permits, the failure to make decisions on a timely basis, work stoppages by public authorities, delays due to the discovery and/or removal of hazardous materials, revisions to the plans and specifications, staking of trades, lack of coordination of the work, work in poor weather conditions, and/or unforeseen site conditions. Except as provided in Subparagraph 4.1.4, the Contractor agrees that it has assumed the risk of the foregoing delays, acceleration and/or loss of productivity insofar as the Owner and the Owner's employees and agents are concerned, and that such delays, acceleration and/or loss of productivity were in the contemplation of the parties at the time bids were submitted and they entered into this agreement.

4.2 Delays Caused by the Contractor. Should the progress of the Work or the Project be delayed by any fault or neglect of the Contractor or any of its officers, agents, servants, employees, subcontractors or suppliers so as to cause an additional cost, expense, liability or damage to the Owner any damage or additional costs or expenses for which the Owner may be liable, the Contractor shall compensate the Owner for and indemnify them against all such costs, expenses, damages and liability.

4.2.1 Delays in the Work. If in the opinion of the Owner the Work is behind where it is supposed to be on the Project Time Schedule and/or it is likely that the Work will not be substantially complete by the applicable date for Substantial Completion, the Contractor upon written notice from the Owner and without additional cost or compensation will increase its work force and, if requested by the Owner, work such overtime to make up for the delay. Should the Contractor fail to increase its work force, work overtime, or proceed to make up for the delay to the satisfaction of the Owner, the Owner, in addition to all other remedies under this Agreement and the other Contract Documents, will have the right to cause other contractors to work overtime and to take whatever other action is deemed necessary to avoid delay in the Substantial Completion of the Work and of the Project, and the cost and expense of such overtime and/or other action will be borne by the Contractor and may be set off against any sums due the Contractor.

4.2.2 Liquidated Damages. The Contractor will commence the Work within ten (10) days of the date of this Agreement and will substantially complete the Work (as Substantial Completion is defined in the General Conditions) by **October 31, 2013**. If the Work is not substantially complete by such date, the Contractor will pay the Owner (and the Owner may set off from sums coming due the Contractor) liquidated damages at the per diem rate of .033% (i.e., at an annual rate of 12%) of the Contract Sum; provided that if Work is not substantially complete by **November 15, 2013**, such per diem rate for liquidated damages will be increased to .1005% (i.e., at an annual rate of 36%). The Contractor acknowledges that such amounts of liquidated damages represent a reasonable estimate of the actual damages that the Owner would incur if the Work is not substantially complete by the foregoing dates. The foregoing liquidated damages represent the loss of use of the Project, and the Contractor in addition to the liquidated damages will be obligated to indemnify and hold the Owner harmless from any claims as provided for in the Contract Documents.

4.3 Overtime Approved by the Owner. The Owner, if it deems necessary, may direct the Contractor to work overtime and, provided that Subparagraph 4.2.1 is not applicable and the Contractor is not otherwise in default under any of the terms of the Contract Documents, the Contractor will be paid the actual premium approved by the Owner for such overtime work paid by the Contractor, plus such taxes as imposed by law on such premium, plus the cost of any additional workers' compensation insurance, and any liability insurance levies on such premium.

4.4 Project Coordination. The General Trades Contractor will be responsible for the general coordination of the Work of the Contractor with the work of the other prime contractors on the Project. General coordination will mean the coordination of the sequence of the Contractor's Work, but not the direction of the means and methods of construction. For this purpose, the General Trades Contractor will hold coordination meetings, either independently or as part of the weekly project meetings, at least weekly until Substantial Completion of its Work. The Contractor, at all times, will follow the General Trades Contractor's instructions, insofar as the instructions pertain to the general coordination of the work of the prime contractors. The Contractor will cooperate with other contractors to allow them opportunity for the introduction of equipment and materials and the proper completion of their work. The Contractor will supply sufficient skilled workers, clean up the Project, and furnish the necessary materials, equipment and any temporary services or facilities to perform the Work to the entire satisfaction of the Owner and so as not to delay any part of the Project.

4.5 Corrective Action. If the Owner determines that the Contractor is not cooperating or coordinating its work properly with other contractors, not supplying sufficient skilled workers, not cleaning up the Project, not furnishing the necessary materials, equipment or any temporary services or facilities to perform the Work in strict conformance with the Contract Documents or the Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, THE CONTRACTOR WILL IMMEDIATELY, AND IN NOT LESS THAN FORTY-EIGHT HOURS AFTER NOTICE OF SUCH DETERMINATION, OR SUCH OTHER TIME AS MAY BE PROVIDED IN THE CONTRACT DOCUMENTS, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY THE OWNER, (2) PROCEED TO USE ITS BEST EFFORTS TO CORRECT SUCH DEFICIENCIES TO THE SATISFACTION OF THE OWNER, AND, (3) IF THE OWNER INSTRUCTS THE CONTRACTOR TO TAKE SPECIFIED CORRECTIVE ACTION, THE CONTRACTOR IMMEDIATELY WILL TAKE SUCH CORRECTIVE ACTION, including but not limited to increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the Project. Such action will be taken and continued uninterrupted without waiting to initiate any dispute under Paragraphs 4.3 through 4.5 of the General and Supplementary General Conditions of the Contract for the Project or the resolution of any dispute initiated under such paragraphs, and except where the Owner grants an extension in writing, the Contractor will correct such deficiencies within thirty (30) days of the notice to the satisfaction of the Owner.

4.5.1 Third Party Beneficiary Status. Each contractor entering into an owner-contractor agreement with the Owner for work on the Project shall be an intended third party beneficiary of the obligations of the Contractor to diligently prosecute the Work and otherwise perform its obligations under the Contract Documents. The Contractor, through its own forces and its Subcontractors or Suppliers, shall i) diligently prosecute the Work without delay, interference, hindrance or disruption of the work of such other contractors and such other contractor's subcontractors and suppliers, ii) coordinate its Work with the work of such other contractors, and iii) not cause damage or injury to the property or work of any such other contractor. Accordingly, the Contractor hereby grants to each such other prime contractor the right to assert a claim against the Contractor in Common Pleas Court, Franklin County, Ohio, as an intended third party beneficiary of this Agreement. While such claims, disputes or actions between the

Contractor and any such other contractor are pending, and notwithstanding the nature of such claims, the Contractor shall continue to diligently prosecute the Work and not delay in any manner the completion of the Work and the Project.

5. Contract Sum. The lump sum, Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations and responsibilities of the Contractor under this agreement and the other Contract Documents will be _____ **DOLLARS (\$_____)**. The Contract Sum includes all federal, state, county, municipal and other taxes imposed by law, including but not limited to any sales, use, 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.

6. Retainage.

6.1 Amount of Payments. Subject to the terms of the General and Supplementary General Conditions, the amount of the payments to the Contractor will be determined in accordance with the following paragraphs.

6.1.1 Payments for Labor. Payments for labor incorporated into the Work will be at the rate of 92% of the amount set forth in the Contractor's payment application and approved by the Owner until the Work is 50% complete. When the Work is 50% complete, the payment for labor incorporated into the Work will be at the rate of 100% of the amount set forth in the Contractor's payment application and approved by the Owner.

6.1.2 Payments for Materials and Equipment. Payments for materials and equipment will be at the rate of 92% of the invoice cost (not to exceed the bid price of any unit prices) of materials and equipment delivered to the Project Site or other storage site approved by the Owner. The balance of the invoice cost will be payable when the materials or equipment are incorporated into the Work. When the payment is made on account of materials or equipment not yet incorporated into the Project, such materials and equipment will become the property of the Owner; provided that if such materials or equipment are stolen, destroyed or damaged before being fully incorporated into the Project, the Contractor will be required to replace them at its own expense.

6.1.3 Payments Other Than for Labor, Materials or Equipment. Payments for other than labor, materials or equipment incorporated into the Work will be at the rate of 92% of the amount set forth in the Contractor's payment application and approved by the Owner until the Work is 50% complete. When the work is 50% complete, the payment for other than labor, materials or equipment incorporated into the Work will be at the rate of 100% of the amount set forth in the Contractor's payment application and approved by the Owner.

6.2 Documentation. Upon request, the Contractor immediately will supply the Owner with such information as may be requested so as to verify the amounts due the Contractor, including but not limited to original invoices for materials and equipment and documents showing that the Contractor has paid for such materials and equipment, and so as to verify that amounts due laborers, subcontractors and materialmen have been paid to them.

6.3 Escrow Account The Owner and the Contractor agree that any escrow account required in connection with this Agreement shall be established at a bank or building and loan association

in the State of Ohio used by Owner, and that the escrow agent shall be compensated for its services in accordance with the schedule approved by the Owner from income from the escrow account.

7. Default of the Contractor.

7.1 Events of Default. Each of the following constitutes an event of default of the Contractor:

.1 The failure of the Contractor i) to perform any of its obligations under the Contract Documents or under the contract documents pertaining to any other agreement which the Contractor has with the Owner and to proceed to commence to correct such failure within forty-eight (48) hours after written notice thereof from the Owner or such lesser time as is provided in the Contract Documents, ii) thereafter to use its best efforts to correct such failure to the satisfaction of the Owner, and iv) except where an extension of time is granted in writing by the Owner, to correct such failure to the satisfaction of the Owner, or except where an extension of time is granted in writing by the Owner, to correct such failure within thirty (30) days after written notice thereof.

.2 The failure of the Contractor to pay its obligations as they become due, or the insolvency of the Contractor.

7.2 Owner's Remedies. Upon the occurrence of an event of default the Owner will have the following remedies, which will be cumulative:

.1 To order the Contractor to stop the Work or part of it, in which case the Contractor will do so immediately;

.2 To perform through others all or any part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Price;

.3 To terminate this Agreement and take possession, for the purpose of completing the Work or any part of it, all materials, equipment, scaffolds, tools, appliances and other items belonging to or possessed by the Contractor, all of which the Contractor hereby transfers and assigns to the Owner for such purpose, and to employ any person or persons to complete the Work, including the Contractor's employees, and the Contractor will not be entitled to receive any further payment until the Work is completed; and/or,

.4 All other remedies which the Owner may have at law or in equity or otherwise under the Contract Documents.

7.3 Termination of Agreement. The termination of this agreement will be without prejudice to the Owner's rights and remedies, including without limitation the Owner's right to be indemnified by the Contractor.

7.4 Payments Due Contractor. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, and any costs, expenses or damages incurred by the Owner as a result of the event of default, including attorneys' and consultants' fees and the administrative expense of the Owner's staff, such excess will be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor will pay the difference to the Owner. The amounts to be paid by the Owner or the Contractor will be certified by the Owner, and such certification will be the final determination of the amount owed, except for sums coming due thereafter. The obligations under this paragraph will survive the termination of this Agreement.

8. Default of the Owner.

8.1 Events of Default. Except of the failure to pay the Contractor which will be subject to the terms of the General Conditions and Supplementary General Conditions of the Contract, the following constitutes the exclusive event of default of the Owner:

8.2 The failure of the Owner to perform any of its obligations under the Contract Documents and to correct such failure within thirty (30) days after written notice thereof from the Contractor specifying the default and the necessary corrective action..

8.3 Contractor's Remedy. The Contractor's sole and exclusive remedy for the default of the Owner, other than the failure of the Owner to pay the Contractor, will be to bring a suite for damages in the Common Pleas Court, Franklin County, Ohio. The Contractor's right to exercise that remedy will be subject to its giving the Owner the required notices and following any other procedures required by the Contract Documents.

9. Limitation on Liability.

9.1 The Owner's total liability under this Agreement will be limited to the amount set forth in the Auditor's or Treasurer's certificate accompanying this Agreement. Under no circumstances will the elected officials, officers, employees, board members or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

10. General.

10.1 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, which in the case of the Owner will require the signature of the Executive Director of 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 waive any of its or their terms, except as expressly provided in this paragraph.

10.2 Assignment. The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.

10.3 Law and Jurisdiction. All questions regarding the validity, intention or meaning of this Agreement or any modifications of it relating to the rights and obligations 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, Franklin County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

10.4 Notices. Notices, requests or demands by any party will be in writing, unless otherwise expressly authorized, and will be personally served, forwarded by expedited messenger service, sent by facsimile transmission (provided a copy is sent by first class mail to the last known business address of the party) or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the Owner, addressed to the address/FAX # set forth at the beginning of this

Agreement marked "Urgent, deliver to Executive Director" and, in the case of the Contractor, addressed to its address/FAX# set forth at the beginning of this Agreement. Either party may change its address/FAX # by giving notice hereunder. All notices, requests and demands will be deemed received upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail or, in the case of a notice given by facsimile transmission, upon the expiration of twenty-four hours after the transmission is sent.

10.5 Construction. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and voluntarily entered into this Agreement. 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.

10.6 Approvals. Except as may be expressly provided herein, the approvals and determinations of the Owner will be subject to the sole discretion of the respective person 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 will have the burden of proving that it was not made in good faith by a preponderance of the evidence.

10.7 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.

10.8 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 Section 4115.05, Ohio Revised Code, requiring the payment of prevailing wage rates, which the Contractor agrees to pay and to require its subcontractors to pay.

10.9 Property Tax Affidavit. The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein.

10.10 Entire Agreement. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and 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.

(Continued on next page)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives as of the date first set forth above.

**Board of Trustees
Columbus Metropolitan Library**

BY: _____
(Type/Print)

(Signature)

TITLE: _____

DATE: _____

LIBRARY PURCHASE ORDER NO.

BY: _____
(Type/Print)

(Signature)

TITLE: _____

DATE: _____

CERTIFICATION:

(Contractor)

BY: _____
(Type/Print)

(Signature)

TITLE: _____

ADDRESS: _____

CITY/ST/ZIP: _____

PHONE: _____

DATE: _____

PERFORMANCE BOND
(153.57 ORC)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

("Contractor")

as principal and _____ as sureties, are hereby held and firmly bound unto the Board of Trustees of the Columbus Metropolitan Library 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.

Signed this _____ day of _____, 20__.

THE CONDITIONS OF THE ABOVE OBLIGATION is such, that whereas, the above named principal did on the _____ day of _____, 20__, enter into a contract with the Board of Trustees of the Columbus Metropolitan Library 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 way affect the obligations of said surety on its bond. The surety further stipulates that it is authorized to execute bonds in the State of Ohio and that the liability incurred is within the limits of Section 3929.121 of the Ohio Revised Code.

Signed and sealed this _____ day of _____, 20__.

 (Principal's Company Name)

Witness to Signature BY: _____
 (Signature)

ITS: _____
 (Name and Title - Type/Print)

 (Surety's Company Name)

Witness to Signature BY: _____
 (Signature)

ITS: _____
(Name and Title - Type/Print)

(Name of Agency)

(Street)

(City/State/Zip)

(Agency/Surety Phone Number)

AFFIDAVIT

State of Ohio
County of _____, ss:

_____ being first duly sworn, deposes and says that he is the
_____ of _____
(Title) (Name of Contractor)

with offices located at _____,
(Address of Contractor)

and its duly authorized representative, states that effective this _____ day of _____, 20____,
(Date of submission of bid)

(Name of Contractor)

() is charged with delinquent personal property taxes on the general list of personal property in an Ohio county as set forth below:

<u>County</u>	<u>Amount</u> (include total amount penalties and interest thereon)
_____ County	\$ _____.
_____ County	\$ _____.
_____ County	\$ _____.

() is not charged with delinquent personal property taxes on personal property in any Ohio county.

(Affiant)

Sworn to and subscribed this _____ day of _____, 20 ____.

(Notary Public)

My commission expires
_____, 20 ____.

Section 5719.042 O.R.C.

FORM OF PROPOSAL

1.01 Submitted by:

_____, 20 ____
(Contracting Firm) (Date)

1.02 Deliver To: Fiscal Officer
Board of Trustees
Columbus Metropolitan Library
96 South Grant Avenue
Columbus, Ohio 43215-4781

1.03 Having read the Specifications and examined the Drawings for the _____ ("Project") and having also received, read and taken into account the following Addenda:

Addendum # _____, Dated: _____;
Addendum # _____, Dated: _____;
Addendum # _____, Dated: _____;
Addendum # _____, Dated: _____;

and likewise having inspected the site and the conditions affecting and governing said Project, 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 Form of Proposal, the Undersigned represents that it has carefully reviewed the Notice to Bidders, Instructions to Bidders, Owner-Contractor Agreement, General Conditions, Supplementary Conditions, and Specifications, and understands these documents. Failure to comply with provisions of the Contract Documents may be cause for disqualification of bid.

1.05 Bonds and Contract:

If the Undersigned is notified of bid acceptance, it agrees to furnish required bonds as indicated in Instructions to Bidders.

1.06 Completion of Work:

In submitting a bid, the undersigned agrees to execute and complete the Owner-Contractor Agreement in the form included in the Contract Documents and to complete its work within the specified time periods.

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

NOTE B THE BIDDER IS CAUTIONED TO BID ONLY ON THE "BRANDS" SPECIFIED.

1.07 Prevailing Wages

The Wage Determination included in the Contract Documents is incorporated herein. The successful bidder agrees to comply with the requirements of Chapter 4115, Revised Code.

2.01 BID: _____(Name of Project)

BASE BID \$ _____
(Figures)

(Words take precedence over figures in all items)

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 his 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.

CONTRACTOR COMPANY NAME (Type/Print):

ADDRESS (Type/Print):

NAME (Type/Print):

SIGNATURE:

TITLE (Type/Print):

PHONE NUMBER:

FAX NUMBER:

DATE SIGNED:

SEAL (IF BY CORPORATION):

SUBSTITUTION SHEET

BOARD OF TRUSTEES OF THE COLUMBUS METROPOLITAN LIBRARY

_____ ("Project")

All bids shall be based upon the "Standards" specified. (See "SUBSTITUTIONS " provisions of Instructions to Bidders.)

Bidders desiring to make substitutions for Brands specified shall list such proposed substitutions below; together with the amount to be added to, or to be deducted from the amounts of their base bid.

Brand of Make Specified	Proposed Substitution	Add	Deduct
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PAYMENT LIEN WAIVER

The undersigned subcontractor or supplier, as a condition precedent to providing labor, materials, equipment and/or supplies for, or performing any work on, _____ (the "Project") for the Board of Trustees of the Columbus Metropolitan Library, Franklin County, Ohio (the "Owner"), and in recognition that the negotiated price paid pursuant to the contract between the undersigned and the _____ (the "Contractor") includes goods and valuable consideration for the lien waivers set forth herein, hereby irrevocably waives its right to file and/or perfect a lien against the Project, any funds owed to the Contractor and/or the balance of the Contract Sum in the Contractor's contract with the Owner of the Project.

IN WITNESS WHEREOF, the undersigned has caused this Lien Waiver to be executed by its authorized representative on the ____ day of _____, 20__.

(Signature)

By: _____

Title: _____

NOTICE TO SUBCONTRACTORS AND MATERIALMEN

This is a Columbus Metropolitan Library ("Library") Project. All subcontractors and materialmen on Library projects are required to waive their lien rights for any amounts greater than the amount due the prime contractor from the Library and to deliver a lien waiver form to their prime contractor for further delivery to the Library. While subcontractors and materialmen waive their lien rights for such excess amounts, they retain their prorata lien rights to any sums due the principal contractor and their rights under their prime contractor's surety bond. Your prime contractor should provide a copy of its surety bond to you. If your prime contractor fails to deliver a copy of its surety bond, contact your prime contractor.

PROJECT SPECIFICATIONS

COLUMBUS METROPOLITAN LIBRARY
PROPERTY MANAGEMENT OFFICE
101 South Stygler Road
Gahanna, OH 43230
(614) 849-1075

SPECIFICATIONS FOR
2013 PARKING LOT REPAIRS

GENERAL INSTRUCTIONS

The contractor shall furnish all labor, materials, equipment services and supervision required to complete the job, complying with the outlined specifications. Materials must meet or exceed ODOT Specifications.

The contractor shall examine the work site prior to submitting a bid. The submission of a bid shall be evidence that this requirement has been met. Failure to inspect the site prior to bidding does not relieve the contractor of the responsibility of performing all work included in the contract.

All rubbish shall be removed and job site shall be kept clean, neat, and orderly.

All buildings, walks, steps, fences, shrubs, autos, etc. shall be protected. Any damage caused by the contractor shall be repaired by him at no cost to the owner.

Traffic is to be maintained in the lots during open hours unless otherwise agreed to in advance. The contractor is responsible for directing and regulating the traffic.

SEAL COATING SPECIFICATIONS

MATERIALS

Coal tar pitch emulsion must meet or exceed the U. S. Air Force requirements, the FAA and Federal Specification RP 355-E and ASTM Specification D-3320.

The contractor will provide certified statements from the manufacturer and/or their suppliers attesting to the fact that the coal tar emulsion conforms to the requirements of this section of the specifications.

The contractor, upon request shall submit samples of the emulsion the contractor proposes to use. All testing of the samples shall be the responsibility of the contractor at no cost to the owner.

Sand – 3 to 5 lbs. per gal. of undiluted coal tar sealer. The sand shall be clean, dry silica sand free of all foreign matter and have an American Foundry sand fineness rating of 50-75.

Water used for mixing shall be clean and potable and shall not exceed 35% of the volume of undiluted sealer.

SURFACE PREPARATION

Remove all vegetation from surface to be sealed.

All surfaces to be sealed shall be thoroughly cleaned to remove all foreign debris using mechanically powered forced air blowers, scrapers, hand brooms, and power broom where necessary.

Oil spots shall be scraped of excess oil, scrubbed and lightly burned with torch if necessary to remove visible excess oil.

After cleaning oil spots, they shall be treated with an acrylic oil spot primer to achieve sealer adhesion and help stop bleeding.

Any cracks 1/8" wide or wider shall be filled in accordance with the crack filling specification.

APPLICATION OF MATERIALS

Apply a minimum of 2 coats of coal tar pitch emulsion at a total minimum application rate of 0.18 gal. per sq. yd. based on undiluted coal tar emulsion.

The first coat shall be applied with a self-propelled squeegee machine, designed specifically for applying coal tar emulsion; with adequate agitation to keep the material thoroughly mixed and to keep the sand in proper suspension at all times.

The second coat shall be applied in the same manner, or with a spray distributor that is self-propelled, equipped with pneumatic tires, mechanically powered agitator and capable of applying the required coat weight of sand reinforced coal tar emulsion evenly over the entire width of the application bar to provide a smooth, uniform coating.

The use of a hand squeegee will not be permitted except in areas not accessible to the mechanical application equipment.

Adequate time shall be allowed for the first application to dry (tack free) prior to second application. After the second coat, all traffic shall be kept off the area for a minimum of 12 hours of good drying conditions; then area will be tested for traffic suitability before opening for use.

ASPHALT PAVEMENT SPECIFICATIONS

LIGHT DUTY PATCH

(Car Traffic)

1. Cut perimeter of deteriorated area to full depth of existing asphalt. Patches will be shaped symmetrically (where possible).
2. Excavate deteriorated area 4" deep and remove debris from site.
3. Fine grade and re-compact existing aggregate base.
4. Install 4" compacted #404 asphalt and roll with a 3 ton to 5 ton roller.
5. Apply #407 tack coat to all vertical surfaces.

ASPHALT PAVEMENT SPECIFICATIONS

MEDIUM DUTY PATCH

(Occasional truck traffic or signs of moderate base failure)

1. Cut perimeter of deteriorated area to full depth of existing asphalt. Patches will be shaped symmetrically (where possible).
2. Excavate deteriorated area 6" deep and remove debris from site.
3. Fine grade and re-compact existing aggregate base.
4. Install 4" compacted #402 asphalt and roll with a 3 ton to 5 ton roller.
5. Surface with 2" compacted #404 asphalt and roll with a 3 ton to 5 ton roller.
6. Apply #407 tack coat to all vertical surfaces.

HEAVY DUTY PATCH

(Within truck drives and dumpster areas) ASPHALT PAVEMENT SPECIFICATIONS

1. Cut perimeter of deteriorated area to full depth of existing asphalt. Patches will be shaped symmetrically (where possible).
2. Excavate deteriorated area 18" deep and remove debris from site.
3. Fine grade and re-compact existing aggregate base.
4. Install 12" compacted #2 stone keyed with #304 stone and roll with a 12 ton roller.
5. Furnish and install 4" compacted #402 asphalt and roll with an 8 ton roller.
6. Furnish and install 2" compacted #404 asphalt and roll with an 8 ton roller.
7. Apply #407 tack coat to all vertical surfaces.

CRACKFILLING SPECIFICATIONS

1. Remove any vegetation growing in cracks.
2. Scrape cracks to remove loose dirt and foreign debris.
3. Using an industrial air compressor, remove all foreign material from cracks to depth of one inch.
4. Dispose of all overburden from site.
5. Fill any cracks 1/4" and wider with Crack Master P.L. 301 or equivalent
6. Area to be blocked off to traffic during crack filling operation and will be re-opened to traffic as soon as the crack filler has set.
7. If area that is crack filled is to be sealed the same day, a light dusting of sand should be applied to the crack filler after it has set up. This will keep the sealer from "beading" on the crack filler.

ASPHALT PAVEMENT SPECIFICATIONS

RESURFACING

1. Mill existing pavement in areas adjacent to handicap ramps, storm water drains, drive entrances and exits, and any other areas where the addition of an overlay would be objectionable, to allow the addition of 1 1/2" asphalt without causing trip hazards, ponding of water, or abrupt changes to the level of the pavement.
2. Clean area to be resurfaced with hand brooms and mechanically powered forced air sweepers.
3. Apply .10 gal. per sq. yd. of RS-2 liquid asphalt to bond new pavement to the existing pavement.
4. Surface with 1 1/2" compacted #404 asphalt using a self-propelled asphalt paver with a heated vibratory screed and roll with 8 and 10 ton rollers.
5. Seal all joints between new and existing surface with hot AC-20 liquid asphalt.

INSTRUCTIONS TO BIDDERS

EXAMINATION:

Bidders are requested to thoroughly examine the specifications, as well as visit the facilities to obtain first-hand knowledge of existing conditions and to inform themselves of all work and materials to be furnished by the primary general contractor, as well as all subcontractors. If there are any questions regarding the specifications, please contact Facilities Project Coordinators (Primary) Ed Straight @ 849-1092 or cell 374-3002 or email, estraight@columbuslibraries.org or (Secondary) Tom Samson @ 849-1075.

SCHEDULING:

All work is to be scheduled at least one week in advance by contacting Ed Straight @ 849-1092 or cell 374-3002 or email, estraight@columbuslibraries.org. Work to be performed at all locations must be performed during non-public hours for locations that close on Sunday and locations that do not close on Sunday the work can be done while maintaining traffic in and out of the parking lots and maintaining adequate parking for patrons as required by the specifications. Work is to be scheduled within five working days of receipt of purchase order. Work is to be completed by October 31, 2013.

EXECUTION OF CONTRACT:

The library reserves the right to accept any bid, and to reject any/or all bids, when such is deemed by the library to be in their best interest. Fees, permits and/or inspections are to be included in bids and are the responsibility of the contractor.

CONTRACTOR QUALIFICATIONS:

The contractor shall submit certification of insurance showing property and personal liability coverage in effect. The contractor shall provide the owner with all required material safety data sheets for materials utilized. The contractor shall submit a copy of his workmen's compensation certificate showing coverage in effect. The contractor shall be bondable and shall furnish a performance bond if specified by the owner. The contractor shall furnish the owner with his street address.

ESTIMATED COST OF WORK FOR 2013

The estimate for the cost of the work is \$245,000.00.

LOCATION:

Driving Park Branch Library
1566 E. Livingston Ave.
Columbus, OH 43205

Phone: 479-3370

Hours of Operation: Mon. - Thurs. 10:00 a.m. -- 8:00 p.m.
Fri. & Sat. 10:00 a.m. -- 6:00 p.m.
Closed Sunday

BASIC LOT INFORMATION:

- Blacktop square yardage area: 1,300 sq.yds.
- Parking spaces: 29 includes 2 handicap spaces.
- All handicap spaces and insignias must be in accordance with ADA guidelines.

WORK FOR 2013

Seal and Stripe

- Seal according to attached specifications.
- Stripe to match the existing markings.

LOCATION:

Dublin Branch Library
75 North High St.
Dublin, OH 43017

Phone: 479-3170

Hours of Operation: Mon. - Thurs. 9:00 a.m. -- 9:00 p.m.
Fri. & Sat. 9:00 a.m. -- 6:00 p.m.
Sun.: 1:00—5:00 p.m.

BASIC LOT INFORMATION:

- * Blacktop square yardage area: 4940 sq.yds.
- * Parking spaces: 119 includes 5 handicap spaces.
- * All handicap spaces and insignias must be in accordance with ADA guidelines.

WORK FOR 2013

Seal and Stripe

- Seal according to attached specifications.
- Stripe to match the existing markings.

LOCATION:

Franklinton Branch Library
1061 W. Town Street
Columbus, OH 43222

Phone: 479-3410

Hours of Operation: Mon. - Thurs. 10:00 a.m. -- 8:00 p.m.
Fri. & Sat. 10:00 a.m. -- 6:00 p.m.
Closed Sunday

BASIC LOT INFORMATION:

- * Blacktop square yardage area: 1,300 sq.yds.
- * Parking spaces: 28 includes 2 handicap spaces.
- * All handicap spaces and insignias must be in accordance with ADA guidelines.

WORK FOR 2013

Seal and Stripe

- Seal according to attached specifications.
- Stripe to match the existing markings.

LOCATION:

Gahanna Branch Library
310 Granville St.
Gahanna, OH 43230

Phone: 479-3270

Hours of Operation: Mon. - Thurs. 9:00 a.m. -- 9:00 p.m.
Fri. & Sat. 9:00 a.m. -- 6:00 p.m.
Sun.: 1:00—5:00 p.m.

BASIC LOT INFORMATION:

- Blacktop square yardage area: 7,370 sq.yds.
- Parking spaces: 149 includes 6 handicap spaces.
- All handicap spaces and insignias must be in accordance with ADA guidelines.

WORK FOR 2013

Seal and Stripe

- Seal according to attached specifications.
- Stripe to match the existing markings.

LOCATION:

Hilliard Branch Library
4772 Cemetery Road
Hilliard, OH 43026

Phone: 479-3140

Hours of Operation: Mon. - Thurs. 9:00 a.m. -- 9:00 p.m.
Fri. & Sat. 9:00 a.m. -- 6:00 p.m.
Sun.: 1:00—5:00 p.m.

BASIC LOT INFORMATION:

- * Blacktop square yardage area: 8,180 sq.yds.
- * Entrance access road: 1,385 sq.yds.
- * Parking spaces: 188 includes 6 handicap spaces.
- * All handicap spaces and insignias must be in accordance with ADA guidelines.

WORK FOR 2013

Seal and Stripe

- Seal according to attached specifications.
- Stripe to match the existing markings.

LOCATION:

Hilltop Branch Library
511 South Hague Ave.
Columbus, OH 43204

Phone: 479-3430

Hours of Operation: Mon. - Thurs. 9:00 a.m. -- 9:00 p.m.
Fri. & Sat. 9:00 a.m. -- 6:00 p.m.
Sun.: 1:00—5:00 p.m.

BASIC LOT INFORMATION:

- * Blacktop square yardage area: 5,523 sq.yds.
- * Parking spaces: 115 includes 5 handicap spaces.
- * All handicap spaces and insignias must be in accordance with ADA guidelines.

WORK FOR 2013

Overlay the parking lot and re-stripe according to the attached specifications.

LOCATION:

Karl Road Branch Library
5590 Karl Road
Columbus, OH 43229

Phone: 479-3250

Hours of Operation: Mon. - Thurs. 9:00 a.m. -- 9:00 p.m.
Fri. & Sat. 9:00 a.m. -- 6:00 p.m.
Sun.: 1:00—5:00 p.m.

BASIC LOT INFORMATION:

- * Blacktop square yardage area: 7,835 sq.yds.(includes driveway).
- * Parking spaces: 171 includes 10 handicap spaces.
- * All handicap spaces and insignias must be in accordance with ADA guidelines.

WORK FOR 2013

Seal and Stripe

- Seal according to attached specifications.
- Stripe to match the existing markings.

LOCATION:

Linden Branch Library
2223 Cleveland Ave
Columbus, OH 43211

Phone: 479-3232

Hours of Operation: Mon. - Thurs. 10:00 a.m. -- 8:00 p.m.
Fri. & Sat. 10:00 a.m. -- 6:00 p.m.
Sun.: CLOSED

BASIC LOT INFORMATION:

- * Blacktop square yardage area: Front lot is 985 sq. yd., Back lot is 1,322 sq. yd.
- * Parking spaces: Front lot is 20 spaces including two handicapped, Rear lot is 47 spaces.
- * All handicap spaces and insignias must be in accordance with ADA guidelines.

WORK FOR 2013

Seal and Stripe

- Seal according to attached specifications.
- Stripe to match the existing markings.

LOCATION:

Livingston Branch Library
3434 E. Livingston Avenue
Columbus, OH 43227

Phone: 479-3330

Hours of Operation: Mon. - Thurs. 10:00 a.m. -- 9:00 p.m.
Fri. & Sat. 10:00 a.m. -- 6:00 p.m.
Closed Sunday

BASIC LOT INFORMATION:

- * Blacktop square yardage area: 3,400 sq.yds.
- * Parking spaces: 84 includes 4 handicap spaces.
- * All handicap spaces and insignias must be in accordance with ADA guidelines.

WORK FOR 2013

Seal and Stripe

- Seal according to attached specifications.
- Stripe to match the existing markings.

LOCATION:

Martin Luther King Branch Library
1600 East Long Street
Columbus, OH 43203

Phone: 479-3210

Hours of Operation: Mon. - Thurs. 10:00 a.m. -- 8:00 p.m.
Fri. & Sat. 10:00 a.m. -- 6:00 p.m.
Closed Sunday

BASIC LOT INFORMATION:

- * Blacktop square yardage area: 1,230 sq.yds.
- * Parking spaces: 43 includes 2 handicap spaces.
- * All handicap spaces and insignias must be in accordance with ADA guidelines.

WORK FOR 2013

Seal and Stripe

- Seal according to attached specifications.
- Stripe to match the existing markings.

NO WORK AT THIS LOCATION IN 2013

LOCATION:

New Albany Branch Library
200 Market St.
New Albany, OH 43054

Phone: 479-3540

Hours of Operation: Mon. - Thurs. 9:00 a.m. -- 9:00 p.m.
Fri. & Sat. 9:00 a.m. -- 6:00 p.m.
Sun. 1:00 p.m. – 5:00 p.m.

BASIC LOT INFORMATION:

- * Blacktop square yardage area: 7,270 sq.yds.
- * Parking spaces: 155 includes 3 handicap spaces.
- * All handicap spaces and insignias must be in accordance with ADA guidelines.

LOCATION:

Northern Lights Branch Library
4093 Cleveland Avenue
Columbus, OH 43224

Phone: 479-3240

Hours of Operation: Mon. - Thurs. 10:00 a.m. -- 9:00 p.m.
Fri. & Sat. 10:00 a.m. -- 6:00 p.m.
Closed Sunday

BASIC LOT INFORMATION:

- * Blacktop square footage area: 29,50 sq.ft.
- * Parking spaces: 72 includes 3 handicap spaces.
- * All handicap spaces and insignias must be in accordance with ADA guidelines.

WORK FOR 2013

Seal and Stripe

- Seal according to attached specifications.
- Stripe to match the existing markings.

LOCATION:

Northside Branch Library
1423 N. High St.
Columbus, OH 43201

Phone: 479-3110

Hours of Operation: Mon. – Thurs. 10:00 a.m. – 8:00 p.m.
Fri. & Sat. 10:00 a.m. – 6:00 p.m.
Closed Sunday

BASIC LOT INFORMATION:

- Blacktop square yardage area: 1,300 sq. yds. including the rear parking area on the west along with the main parking area on the south side of the building.
- Parking spaces: 36 includes 2 handicap spaces.
- All handicap spaces and insignias must be in accordance with ADA guidelines.

WORK FOR 2013

Seal and Stripe

- Seal according to attached specifications.
- Stripe to match the existing markings.

LOCATION:

Operations Center
101 S. Stygler Rd.
Gahanna, OH 43230

Phone: 479-3760

Hours of Operation: Mon. - Fri. 8:30 a.m. -- 5:00 p.m.
Closed Sat. & Sun.

BASIC LOT INFORMATION:

- Blacktop square yardage area: 10,733 sq.yds.
- * Parking spaces: 150 includes 6 handicap spaces.
- * All handicap spaces and insignias must be in accordance with ADA guidelines.

WORK FOR 2013

Seal and Stripe

- Seal according to attached specifications.
- Stripe to match the existing markings.

LOCATION:

Parsons Branch Library
845 Parsons Avenue
Columbus, OH 43206

Phone: 479-3310

Hours of Operation: Mon. - Thurs. 10:00 a.m. -- 8:00 p.m.
Fri. & Sat. 10:00 a.m. -- 6:00 p.m.
Closed Sunday

BASIC LOT INFORMATION:

- * Blacktop square yardage area: 1,400 sq.yds.
- * Parking spaces: 20 includes 2 handicap spaces. (9 in adjacent lot and 11 on west side of the alley.)
- * All handicap spaces and insignias must be in accordance with ADA guidelines.

WORK FOR 2013

Seal and Stripe

- Seal according to attached specifications.
- Stripe to match the existing markings.

LOCATION:

Reynoldsburg Branch Library
1402 Brice Road
Reynoldsburg, OH 43068

Phone: 479-3340

Hours of operation: Mon. - Thurs. 9:00 a.m. -- 9:00 p.m.
Fri. & Sat. 9:00 a.m. -- 6:00 p.m.
Sun.: 1:00—5:00 p.m.

BASIC LOT INFORMATION:

- * Blacktop square yardage area: 5,110 sq.yds.
- * Parking spaces: 91 includes 4 handicap spaces.
- * All handicap spaces and insignias must be in accordance with ADA guidelines.

WORK FOR 2013

Seal and Stripe

- Seal according to attached specifications.
- Stripe to match the existing markings.

LOCATION:

Shepard Branch Library
790 N. Nelson Rd.
Columbus, OH 43219

Phone: 479-3220

Hours of Operation: Mon. - Thurs. 10:00 a.m. -- 8:00 p.m.
Fri. & Sat. 10:00 a.m. -- 6:00 p.m.
Closed Sunday

BASIC LOT INFORMATION:

- * Blacktop square yardage area:
- * Parking spaces: 30 includes 2 handicap spaces.
- * All handicap spaces and insignias must be in accordance with ADA guidelines.

Seal and Stripe

- Seal according to attached specifications.
- Stripe to match the existing markings.

LOCATION:

South High Branch Library
3540 S. High Street
Columbus, OH 43207

Phone: 479-3360

Hours of Operation: Mon. - Thurs. 10:00 a.m. -- 8:00 p.m.
Fri. & Sat. 10:00 a.m. -- 6:00 p.m.
Closed Sunday

BASIC LOT INFORMATION:

- * Blacktop square yardage area: 2,734 sq.yds.
- * Parking spaces: 74 includes 4 handicap spaces.
- * All handicap spaces and insignias must be in accordance with ADA guidelines.

Seal and Stripe

- Seal according to attached specifications.
- Stripe to match the existing markings.

LOCATION:

Southeast Branch Library
3980 South Hamilton Rd
Columbus, OH 43125

Phone: 479-3350

Hours of Operation: Mon. - Thurs. 9:00 a.m. -- 9:00 p.m.
Fri. & Sat. 9:00 a.m. -- 6:00 p.m.
Sun.: 1:00—5:00 p.m.

BASIC LOT INFORMATION:

- * Blacktop square yardage area: 7,034 sq.yds.
- * Parking spaces: 127 includes 5 handicap spaces.
- * All handicap spaces and insignias must be in accordance with ADA guidelines.

Seal and Stripe

- Seal according to attached specifications.
- Stripe to match the existing markings.

LOCATION:

Whetstone Branch Library
3909 North High Street
Columbus, OH 43214

Phone: 479-3150

Hours of Operation: Mon. - Thurs. 9:00 a.m. -- 9:00 p.m.
Fri. & Sat. 9:00 a.m. -- 6:00 p.m.
Sun.: 1:00—5:00 p.m.

BASIC LOT INFORMATION:

- Blacktop square yardage area: 7,610 sq.yds.
- Parking spaces: 180 includes 6 handicap spaces.
- All handicap spaces and insignias must be in accordance with ADA guidelines.

Seal and Stripe

- Seal according to attached specifications.
- Stripe to match the existing markings.

LOCATION:

Whitehall Branch Library
4371 East Broad Street
Columbus, OH 43213

Phone: 479-3320

Hours of Operation: Mon. - Thurs. 10:00 a.m. -- 8:00 p.m.
Fri. & Sat. 10:00 a.m. -- 6:00 p.m.
Closed Sunday

BASIC LOT INFORMATION:

- Blacktop square yardage area: 1,960 sq.yds.
- * Parking spaces: 40 includes 2 handicap spaces.
- * All handicap spaces and insignias must be in accordance with ADA guidelines.

Seal and Stripe

- Seal according to attached specifications.
- Stripe to match the existing markings.