City of Dublin
FLEET MANAGEMENT OUTBUILDINGS

CITY OF DUBLIN, OHIO

BID AND CONTRACT DOCUMENTS

August 20, 2013

TABLE OF CONTENTS

SECTION 1 – BIDDING REQUIREMENTS **PAGE**

Invitation to Bid 1-2
Contract Document Locations 1-3
Prevailing Wages (if applicable) 1-4
Bids and Attached Documents 1-5
Interpretation or Correction of Bidding Documents 1-6
Prevailing Wage Rates Diskette (if applicable) 1-6

SECTION 2 – BIDDING FORMS

Proposal 2-1
Representations of the Bidder 2-2
Bid/Performance Bond 2-8
Delinquent Property Tax Affidavit 2-11
Non-Collusion Affidavit 2-12
Affidavit of Authority 2-13
List of Subcontractors (if applicable) 2-14
Experience Record 2-16

SECTION 3 – CONTRACT FORMS

Notice of Intent to Award 3-1
Contract Documents 3-5
Certification of Funds 3-28
Notice to Proceed (if applicable) 3-29
Notice of Commencement of Public Improvement (if applicable) 3-30
Change Order 3-32

SECTION 4 – TECHNICAL SPECIFICATIONS (See Drawings)

END TABLE OF CONTENTS

SECTION 1
BIDDING REQUIREMENTS

INVITATION TO BID

Sealed proposals will be received from invited bidders by:

City of Dublin, Ohio
Administrative Services – Facilities
6555 Shier Rings Road
Dublin, Ohio 43016

until **1:00 p.m.** local time on September 10**, 2013** at which time the sealed proposals will be opened by the **Facilities Manager**, for the following project:

City of Dublin Fleet Management Outbuildings 6351 Shier Rings Road

For all labor, materials and equipment necessary for the construction and associated site work for the City of Dublin Fleet Management Outbuildings as indicated within the plans and associated documents. A pre-bid meeting is planned for 10:00 a.m. on August 22nd at the Fleet Management Conference Room located at 6351 Shier Rings Road.

All work is to be included in the bid.

Service delivery shall be in accordance with contract documents.

The contract documents will be available for examination on August 20th during regular business hours until the date of bid opening at:

City of Dublin, Ohio
Administrative Services – Facilities
6555 Shier Rings Road
Dublin, Ohio 43016

And

F.W. Dodge
1175 Dublin Road
Columbus, Ohio 43215

Copies of the contract documents may be obtained upon request accompanied by a non refundable deposit in the amount of $30.00 for each set of contract documents. Checks shall be made payable to "City of Dublin, Ohio." Documents are also available online at http://dublinohiousa.gov/bids-and-requests-for-proposals/. When downloading bid documents from online you must register as a plan holder.

Please note that the City of Dublin is bidding the Fleet Management Outbuildings Project and the Truck Wash Project concurrently. The City reserves the right to award these projects separately or as one total package.

Prevailing Wages

APPLICABLE

Bidders shall comply with Chapter 4115 of the Ohio Revised Code (Wages and Hours on Public Works). Bidders are responsible for verifying that the most current wage rates are utilized in their bids. The successful bidder is also responsible for any changes in the prevailing wage rates or classifications throughout its performance of work on the Project.

Bids and Attached Documents

Bidders shall submit their bids on the form of proposal provided by the **Facilities Manager.**

Each proposal shall be submitted in its entirety in a sealed envelope addressed to:

Brian Ashford
Facilities Manager
City of Dublin, Ohio
Administrative Services - Facilities
6555 Shier Rings Road
Dublin, Ohio 43016

Each sealed envelope containing a proposal shall be plainly marked on the outside as – "Bid for:
City of Dublin Fleet Management Outbuildings Project." The envelope shall bear the name and address of the bidder.

If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope and the outside of the envelope must be addressed to and marked:

Brian Ashford
Facilities Manager
City of Dublin, Ohio
Administrative Services - Facilities
6555 Shier Rings Road, Dublin, Ohio 43016

BID FOR: **City of Dublin Fleet Management Outbuildings Project**

Bidders shall submit the following with their proposals:

1. Non-collusion Affidavit.
2. Bid/Performance Bond.
3. List of Subcontractors if applicable.
4. Delinquent Personal Property Tax Affidavit.
5. Affidavit of Authority (if Bidder is a corporation).
7. Experience Record/References.
8. Power of Attorney (if Bidder is an out-of-state corporation).

The City of Dublin, Ohio reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals.

Bidders may address inquiries to:

Brian Ashford
Facilities Manager
City of Dublin, Ohio
Administrative Services - Facilities
6555 Shier Rings Road
Dublin, Ohio 43016
Telephone: (614) 410-4790
Fax: (614)761-6512
The hearing impaired may
call V/TDD at (614) 410-4700

By order of the City Council of the City of Dublin, Ohio.
CITY OF DUBLIN, OHIO
Marsha I. Grigsby
City Manager

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Immediately notify **Fanning Howey, Inc.** upon finding discrepancies or omissions in the bidding documents.

Direct inquiries and questions to:

Randy VanTilburg, PE
PROJECT MANAGER
Fanning Howey, Inc.
4930 Bradenton Avenue
Dublin, Ohio 43017

d: 614-764-4661
rvantilburg@fhai.com

1. Submit written request for clarification, correction or interpretation to the City not less than 7 days before the date for receipt of bids.

2. Modifications to the bidding documents will be issued as Addenda to the specifications and will become a part of the Contract.

3. No bidder shall rely on oral modifications or any other method of clarification, correction or interpretation of the bidding documents. Only modifications set forth in an Addendum will be binding.

PREVAILING WAGE DISKETTE

SECTION 2
BIDDING FORMS

City of Dublin
Fleet Management Outbuildings Project

PROPOSAL

_____ (the "Bidder") submits this Proposal having read and examined the contract documents, including but not limited to the Invitation to Bid; the City of Dublin, Ohio

All bids will be based upon elements indicated within the Drawings and Specifications. All changes to actual length, either additions or subtractions, will be through Change Order(s) using unit price(s) provided by contractor on proposal form.

Addendum Number	Date of Receipt
_____	_____
_____	_____

The Bidder proposes to provide the above named **City of Dublin Fleet Management Outbuildings Project** in accordance with the contract documents for the following sum:

Total Base Bid (in figures): $ _____

Total Base Bid (in words): $ _____

In the event of a discrepancy between the amount of the total bid as written in figures and in words, the amount written in words shall govern.

Unless otherwise specified in the Bid Document the amount of the total bid is based on the unit prices or lump sum set forth in the Bid Schedule attached hereto and incorporated herein. The Bidder understands and agrees that delivery under the Agreement for **City of Dublin Fleet Management Outbuildings Project** shall be complete within **ninety (90) consecutive calendar days,** or as specified in bid documents unless an extension of time is granted by the **Facilities Manager**.

Please note that the City of Dublin is bidding the Fleet Management Outbuildings Project and the Truck Wash Project concurrently. The City reserves the right to award these projects separately or as one total package.

Upon failure to have all work completed within the project time, the City of Dublin, Ohio shall be entitled to retain or recover from the Bidder, as liquidated damages, and not as a penalty, the amounts set forth in the following table for each and every calendar day until completion. The right of the City of Dublin, Ohio to recover liquidated damages shall not substitute for any recovery for additional costs in the event the Bidder fails to complete the Agreement for construction according to the contract documents.

Liquidated Damages:

Contract Amount	Dollars Per Day
$0-25,000	$ 100.00
25,001-50,000	150.00
50,001-100,000	200.00
100,001-500,000	300.00
500,001-1,000,000	500.00
1,000,001-2,000,000	750.00
2,000,001-5,000,000	1,000.00
5,000,001-10,000,000	1,500.00
Over $10,000,001	2,000.00

REPRESENTATIONS OF THE BIDDER

The Bidder represents the following:

1. The Bidder has read and understands the contract documents and understands that it must comply with all requirements of the contract documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.

2. The Proposal is based upon the items specified by the contract documents.

3. The Bidder has visited the site, become familiar with local conditions, and has correlated personal observations about the requirements of the contract documents. The Bidder has no outstanding questions regarding the interpretation of the contract documents.
4. The Bidder has submitted the following in connection with this Proposal and the information contained therein is complete and accurate:

    a. Non-collusion Affidavit.

    b. Bid/Performance Bond.

    c. List of Subcontractors.

    d. Delinquent Personal Property Tax Affidavit.

e. Affidavit of Authority (if Bidder is a corporation).

g. Experience Record/References.

h. Power of Attorney (if Bidder is an out-of-state corporation).

6. The Bidder understands that the Agreement for the **City of Dublin Fleet Management Outbuildings Project** is subject to all of the provisions, duties, obligations, remedies and penalties of Ohio Revised Code Chapter .

7. Within ten (10) business days from the date of receipt the Notice of Intent to Award, the Bidder understands that it must enter into and execute an Agreement for **City of Dublin Fleet Management Outbuildings Project** with the City of Dublin, Ohio if awarded on the basis of this Proposal. If the Bidder does not execute an Agreement for **City of Dublin Fleet Management Outbuildings Project** for any reason, the Bidder and the Bidder's surety shall be liable to the City of Dublin, Ohio as provided in Ohio Revised Code Section 153.54(G).

8. Within ten (10) business days of the date of receipt of the Notice of Intent to Award, the Bidder understands that it must submit the following:

a. Performance Bond.
b. Certificate of Insurance and a copy of Additional Insured Endorsement.
c. Certificate of Compliance with Affirmative Action.

9. The Bidder understands that it must furnish any other information requested by the **Brian Ashford, Facilities Manager**.

The Bidder hereby signs this Proposal on the ___ day of _____, **2013**.

City of Dublin
Fleet Management Outbuildings Project

If Bidder is an individual, complete the following:

Signature: _____

Print Name: _____

Name of Business: _____
(if different than above)

Federal Identification Number: _____

Address: _____

_____

Telephone: ( ) _____

Fax: ( ) _____

If Bidder is a partnership, complete the following:

Name of Partnership: _____

By: _____
(Signature)

Print Name: _____

Federal Identification Number: _____

Address: _____

_____

Telephone: ( ) _____

Fax: ( ) _____

Names and Addresses of all general partners:

_____

_____

_____

If Bidder is a joint venture, complete the following:

Name of Joint Venture: _____

By: _____
(Signature)

Print Name: _____

Address: _____

_____

Telephone: ( ) _____

Fax: ( ) _____

Complete the following for each firm represented by the joint venture:

1. Name:_____

Federal Identification Number: _____

Address: _____

_____

Telephone: ( ) _____

Fax: ( ) _____

2. Name: _____

Federal Identification Number: _____

Address: _____

_____

Telephone: ( ) _____

Fax: ( ) _____

If Bidder is a corporation, complete the following:

Name of Corporation: _____

By: _____
(Signature)

Print Name: _____

Title: _____

Federal Identification Number: _____

Address: _____

_____

Telephone: ( ) _____

Fax: ( ) _____

State of Incorporation: _____

Names and addresses of Corporate Officers:

_____

_____

_____

If Bidder is an entity other than those described above, complete the following:

Name of Bidder:

By: _____
(Signature)

Print Name: _____

Title: _____

Federal Identification Number: _____

Address: _____

_____

Telephone: ( ) _____

Fax: ( ) _____

Type of Business Entity: _____

Names and addresses of all Principals:

_____

_____

_____

_____

_____

BID/PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned (the "Principal") and (the "Surety") are herby held and firmly bound unto the City of Dublin, Ohio ("Dublin") as obligee in the penal sum of the dollar amount of the bid submitted by the Principal to Dublin on, _____2013 to undertake the project known as:

City of Dublin Fleet Management Outbuildings Project

The penal sum referred to herein shall be the dollar amount of the Principal's bid to Dublin, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to Dublin, which are accepted by Dublin. In no case shall the penal sum exceed the amount of _____ dollars ($). (If the foregoing blank is not filled in, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.)

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid for **City of Dublin Fleet Management Outbuildings Project.**

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

City of Dublin
Fleet Management Outbuildings Project

NOW ALSO, if the Principal shall well and faithfully do and perform the things agreed by Principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material men, 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 material man or laborer having a just claim, as well as for Dublin 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 Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of the Surety on the Surety's bond, and the Surety does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the plans or specifications.

Signed this _____ day of _____, **2013**.

PRINCIPAL:

_____

By: _____
(Signature)

Print Name: _____

Title: _____

Address:

_____

_____

Telephone: ( ) _____

SURETY:

_____

By: _____
(Signature)

Print Name: _____

Title: _____

Address:

_____

_____

Telephone: ( ) _____

SURETY AGENT:

_____

By: _____
(Signature)

Print Name: _____

Title: _____

Address:

_____

_____

Telephone: ( ) _____

City of Dublin
Fleet Management Outbuildings Project

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF _____
COUNTY OF _____, SS:

I, _____ (Affiant), _____ (Title) of _____ (the "Bidder"), after being cautioned and sworn, represent to the City of Dublin, Ohio, the following: (check the appropriate statement)

At the time the Proposal was submitted, the Bidder was not charged with delinquent personal property taxes on the General Tax Lists of Personal Property of a county in which the City of Dublin, Ohio has territory (Franklin, Delaware, and Union Counties).

OR

At the time the Proposal was submitted, the Bidder was charged with delinquent personal property taxes on the General Tax Lists of Personal Property of a county in which the City of Dublin, Ohio has territory (Franklin, Delaware, and Union Counties) and that the amounts of such due and unpaid delinquent taxes, including due and unpaid penalties and interest, are set forth below:

Taxes:	Penalties and Interest:	Counties:
$_____	$_____	_____
$_____	$_____	_____
$_____	$_____	_____

_____
(Signature of Affiant)

_____
(Print Name)

Sworn to and subscribed before me this ____ day of _____ **2013**.

_____
Notary Public

City of Dublin
Fleet Management Outbuildings Project

NONCOLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____, SS:

I, _____ (Affiant), _____ (Title) of _____ (the "Bidder"), after being cautioned and sworn, represent to the City of Dublin, Ohio the following:

1. The bid price contained in the Bidder's Proposal for the Project has been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such bid price with any other bidder or third party.

2 Unless otherwise required by law, neither the bid price nor the Proposal has been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other bidder or to any third party that would have any interest in the bid price.

3 No attempt has been made or will be made by the Bidder to induce any other individual, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

_____
(Signature of Affiant)

_____
(Print Name)

Sworn to and subscribed before me this ___ day of _____, 2013

_____
Notary Public

City of Dublin
Fleet Management Outbuildings Project

AFFIDAVIT OF AUTHORITY

STATE OF _____
COUNTY OF _____, SS:

I, _____ (Affiant), after being cautioned and sworn, state the following:

1. I am the Secretary of _____ (the "Company"), a corporation organized and existing under the laws of the State of _____.

2. I am familiar with the records of the Company.

3. _____ (name of officer) is authorized to sign the Proposal and to execute a contract on behalf of the Company for the above-referenced project.

_____
(Signature of Affiant)

_____
(Print Name)

Sworn to and subscribed before me this _____ day of _____, **2013**

_____
Notary Public

LIST OF SUBCONTRACTORS
Applicable __X__

NOTE: The bidder must perform at least 50% of the total contract cost with its own forces.

Complete the following information for all subcontractors, which will be employed on the Project.

1. Name of Subcontractor:_____

Federal Identification Number: _____

Address: _____

_____

Type of Work Subcontractor to Provide:_____

Approximate Percentage of the Contract Cost to be Performed by Subcontractor:_____

Experience Record: _____

2. Name of Subcontractor: _____

Federal Identification Number: _____

Address: _____

_____

Type of Work Subcontractor to Provide: _____

Approximate Percentage of the Contract Cost to be performed by Subcontractor:
_____

Experience Record: _____

3. Name of Subcontractor:

_____

Federal Identification Number: _____

Address: _____

_____

Type of Work Subcontractor to Provide:

_____

Approximate Percentage of the Contract
Cost to be performed by Subcontractor: _____

Experience Record: _____

4. Name of Subcontractor:

_____

Federal Identification Number: _____

Address:_____

_____

Type of Work Subcontractor to Provide:

_____

Approximate Percentage of the Contract
Cost to be performed by Subcontractor: _____

Experience Record: _____

EXPERIENCE RECORD/REFERENCES

NOTE: Bids from contractors inexperienced in this particular type of work will not be considered.

Complete the following information with respect to previous purchasers.

1. Name of Person to Contact for Reference:

_____

Address: _____

_____

Phone: ( )_____

2. Name of Person to Contact for Reference:

_____

Address: _____

_____

Phone: ( )_____

3. Name of Person to Contact for Reference:

_____

Address: _____

_____

Phone: ( )_____

SECTION 3
CONTRACT FORMS
(TO BE EXECUTED WITH THE SELECTED BIDDER)

NOTICE OF INTENT TO AWARD

To: _____

_____

_____

You are hereby notified that the City of Dublin, Ohio has accepted the Proposal submitted by you on_____, **2013** in response to the Invitation to Bid for the above-referenced project.

Within ten (10) business days from the date of receipt of this Notice of Award, you are required to:

1. Execute an Agreement for Construction.
2. Submit a Performance Bond.
3. Submit a Certificate of Insurance and a copy of an Additional Insured Endorsement.
4. Submit an Affirmative Action Certificate of Compliance.

If you fail to execute the Agreement for construction or provide the required submittals within ten (10) business days from the date of receipt of this Notice of Intent to Award, you or your surety shall be liable to the City of Dublin, Ohio as provided in Ohio Revised Code Section 153.54(G) and the City of Dublin, Ohio may award the contract to the next lowest and best bidder.

You are required to prepare and submit a progress schedule prior to the pre-construction conference to be held on _____ Not Applicable _____

Return an acknowledged copy of this Notice of Intent to Award to:

Brian Ashford, Facilities Manager
Facilities Department
6555 Shier Rings Road
Dublin, Ohio 43016

CITY OF DUBLIN, OHIO

Date: _____

By:_____
Brian Ashford, Facilities Manager

RECEIPT OF NOTICE OF INTENT TO AWARD

Receipt of this Notice of Intent to Award is hereby acknowledged this _____ day of _____, **2013.**

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Contract No: _____

STANDARD AGREEMENT
CITY OF DUBLIN, OHIO

This Agreement is entered into this _____ day of _____, 20____, by and between the City of Dublin, Ohio (**DUBLIN**), the Owner, located at 5200 Emerald Parkway, Dublin, Ohio 43017, and the

SERVICE PROVIDER

_____

_____

_____

_____

For services in connection with:

The labor, materials, and equipment required for the construction of new little league ball fields and associated site work including fencing, hardscape, landscaping, and electrical improvements.

FOR THE FOLLOWING:
City of Dublin
Fleet Management Outbuildings Project
6351 Shier Rings Road

The **ARCHITECT** of the Project is
Randy VanTilburg, PE
PROJECT MANAGER
Fanning Howey, Inc.
4930 Bradenton Avenue
Dublin, Ohio 43017

d: 614-764-4661
rvantilburg@fhai.com

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS EXECUTION, COMPLETION AND MODIFICATION

CONTRACT DOCUMENTS

This Agreement is for performance of a portion of the Work for the Project identified above. All Work by Service Provider shall be performed in accordance with the Contract Documents. The Contract Documents comprise of and include this Agreement, General and Supplemental Conditions, Plans and Specifications, Project Manuals and all amendments thereto. These Contract Documents are hereby specifically incorporated herein as part of this Agreement and shall govern the Service Provider for his portion of the Work related to the Project.

Service Provider shall furnish all materials, supplies, equipment, and other items proper or necessary to perform and complete the Work, including specifically providing all supervision and labor required for the completion of the Work in accordance with the Contract Documents.

Service Provider agrees and acknowledges that it has evaluated and is satisfied with the conditions and limitations under which the Work is to be performed, including, without limitation (i) the location, condition, layout and nature of the Project site and surrounding areas; (ii) generally prevailing weather and climatic conditions; (iii) anticipated labor supply and costs; (iv) availability and cost of materials, tools and equipment; and (v) other similar issues. Service Provider further represents and warrants that it is familiar with the entire Scope of its Work and that the Contract Price includes all of its Work that is specifically included in the Contract Documents or which is reasonably inferable from the Contract Documents.

In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, Service Provider shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement.

CONTRACT PRICE

As full compensation for performance of the Agreement, Dublin agrees to pay Service Provider in current funds the Contract Price for the satisfactory performance of the Work, in the manner described below, subject to all applicable provisions of the Agreement (check appropriate box):

☐ the firm fixed price of _____ Dollars ($_____) subject to additions and deductions as provided for in the Contract Documents; and/or

1. unit prices in accordance with the attached Schedule of Unit Prices and estimated quantities, which is incorporated herein by reference and identified as Schedule; and/or

2. time and material rates and prices in accordance with the attached Schedule of Labor and Material Costs which is incorporated herein by reference and identified as Schedule

The firm fixed-price, unit prices and/or time and material rates and prices are hereinafter referred to as the "Contract Price."

SURETY BONDING

BONDS

Service Provider shall, if required, furnish to Dublin appropriate surety bonds to secure performance of the Work and to satisfy all Service Provider's payment obligations under the Agreement. The surety bond shall provide that the terms of the Agreement and Contract Documents are incorporated by reference therein. Any bond provided by Service Provider pursuant to this provision is hereby deemed to so incorporate the Contract Documents and it is understood that the surety is accepting each and every responsibility and obligation which Service Provider has assumed toward Dublin under this Agreement and the Contract Documents, including but not limited to liability for indemnity, attorneys' fees and delay damages.

Bond: **X** Required ☐ Not Required

If a performance or payment bond, or both, are required of the Service Provider under this Agreement, then said bonds shall be in the full amount of the Contract Price, unless otherwise specified herein.

The cost of the bond, if required, is included in the Contract Price.

In the event Service Provider shall fail to provide the required bonds within seven days after date of signature of this Agreement by both Parties, Dublin after giving the Service Provider written notice and opportunity to cure this may terminate this Agreement and enter into a contract for the balance of the Work with another contractor. The Service Provider shall pay all Dublin's costs and expenses incurred by Dublin as a result of said termination.

PERFORMANCE OF WORK

TIME IS OF THE ESSENCE

It is expressly understood and agreed by and between the Parties that time is of the essence regarding completion of the Work by Service Provider. Service Provider shall undertake all activities necessary for the performance of its Work immediately upon receipt of a letter of intent or notification of the award of this Agreement and shall commence work hereunder so that the entire Project may be completed in accordance with the Project Schedule. Service Provider shall perform, coordinate and schedule its Work so as not to cause any delay or disruption to the Project Schedule, the work of other entities on this Project or the completion date of the Project.

Service Provider acknowledges and agrees that Dublin will incur additional costs, damages, liabilities, lost profits or losses related to loss of use if this Project is not completed in accordance with any milestone or interim dates/deadlines or the substantial or final completion dates on the Project Schedule. As a result, Service Provider shall be liable for and shall reimburse Dublin for any such additional costs, damages, liabilities, lost profits or losses related to loss of use for its failure to meet all milestone, interim, substantial or final completion dates in accordance with the Project Schedule.

RELATIONSHIP OF THE PARTIES

Service Provider accepts the relationship of trust and confidence established by this Agreement to exercise its skill and judgment to further Dublin's interests, and to perform the Work in an expeditious and economical manner consistent with Dublin's interests. Nothing in this Agreement shall be construed to constitute the relationship between Service Provider and Dublin as a partnership, association, or joint venture.

Service Provider shall perform its Work under the general direction of Dublin (and/or Dublin's representative, construction manager, architect, or other duly authorized individual/entity) and in accordance with this Agreement and as reasonably inferable from the Contract Documents as being necessary to produce the intended results as specified hereafter.

PROJECT SCHEDULE

Service Provider agrees to perform its work in accordance with the sequence and schedule for this Project, and with any updates thereto (referred to in this Agreement as the "Project Schedule"). By agreeing to perform its Work in accordance with the Project Schedule, Service Provider has included reasonable allowances for out of sequence work, and weather and unusual or unforeseen delays. If requested by Dublin, Service Provider

shall participate and cooperate in the development of the Project Schedule and any revisions thereto.

Service Provider shall continuously monitor the Project Schedule so as to be fully familiar with the timing, phasing and sequence of operations of Service Provider's Work and the other work being performed on the Project. Service Provider shall coordinate its Work with all other work on the Project to avoid conflict or interference with such other work.

If Dublin determines that Service Provider's Work has failed to meet the Project Schedule or any update thereof, Service Provider shall within seventy-two (72) hours of its receipt of written notice from Dublin prepare and submit a recovery schedule relating to its activities. Service Provider agrees that it shall at its sole cost and expense take such measures as are necessary, including adding manpower and/or equipment and/or working overtime to accelerate its activities to conform to the Project Schedule or any update thereto. Should Service Provider fail to undertake such measures Dublin shall have the right to supplement Service Provider's forces and/or equipment and back-charge Service Provider for the costs so incurred, together with a markup of ten percent (10%) for overhead and profit.

PERFORMANCE

Service Provider shall use its best care, skill, and diligence in supervising, directing and performing, the Work. Service Provider shall have sole responsibility for the performance of the Work, including the methods, techniques and means for completing all portions of the Work. Service Provider has the responsibility to ensure that all material suppliers and subcontractors adhere to the Contract Documents, and that they order materials in time, taking into account the current market regarding both pricing and delivery conditions.

EXTRAORDINARY MEASURES BY DUBLIN

If the performance of the Work, as of a milestone or interim date/deadline on the Project Schedule, has not progressed or reached the level of completion required by the Contract Documents, Dublin shall have the right to order Service Provider to take corrective measures necessary to expedite the progress of the Work, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. Dublin's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Project Schedule. Service Provider shall not be entitled to an adjustment in the Contract Price in connection with Extraordinary Measures required by Dublin.

INTERPRETATION OF AGREEMENT

INCONSISTENCIES AND OMISSIONS

Should inconsistencies or omissions appear in the Contract Documents, it shall be the duty of Service Provider to so notify Dublin in writing within three (3) working days of Service Provider's discovery thereof. Upon receipt of said notice, Dublin shall instruct the Service Provider as to the measures to be taken and Service Provider shall comply with Dublin's instructions. If Service Provider performs work knowing it to be contrary to any applicable laws, statues, ordinances, building codes, rules or regulations without notice to Dublin and advance approval by appropriate authorities, then Service Provider shall assume full responsibility for such work and shall bear all associated costs, charges, fees and expenses necessarily incurred to remedy the situation.

LAW AND EFFECT

The performance of this Agreement and all of its terms and conditions shall be interpreted and governed by the laws of the State of Ohio, unless otherwise noted herein.

SEVERABILITY

The partial or complete invalidity of anyone or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

ENTIRE AGREEMENT

This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the Parties hereto and, unless specifically referenced herein, supersedes any prior negotiations, representations, or agreements, either written or oral.

DUBLIN'S OBLIGATIONS

FINANCING INFORMATION Upon written request from Service Provider, Dublin agrees to furnish reasonable evidence that financial arrangements have been made or otherwise exist to fulfill Dublin's payment obligations under the Agreement.

PROJECT FEES Except for permits and fees, which are the responsibility of Service Provider, Dublin agrees to secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

TIMELY COMMUNICATIONS Dublin, with reasonable promptness, shall transmit all submittals, transmittals, and written approvals relating to the Work. Any other information or services relevant to service Provider's performance of the Work under

Dublin's control shall be furnished by Dublin after receipt from Service Provider of a written request for such information or services.

SERVICE PROVIDER'S OBLIGATIONS

RESPONSIBILITIES Service Provider shall furnish all of the labor, materials, equipment, and services, including, but not limited to, competent supervision, shop drawings, samples, tools, and equipment as may be necessary for the proper performance of the Work in accordance with and as reasonably inferable from the Contract Documents.

SUBCONTRACTING Service Provider shall provide to Dublin written notice that it intends to subcontract any of the Work covered by the scope of the Contract Documents to a third party. Dublin shall have the right to approve any and all such subcontracts and Service Provider shall not allow any work to be performed by any subcontractor that has not been approved in writing by Dublin. Service Provider agrees that it shall not be entitled to any additional compensation in the event that Dublin does not approve a proposed subcontractor. Service Provider further agrees to incorporate the terms and conditions of this Agreement into every subcontract.

In the event that Service Provider has work performed by a subcontractor who has not been approved by Dublin, Dublin shall have the right to terminate this Agreement or supplement Service Provider's Work as necessary to have the same completed in accordance with the Contract Documents. Any and all costs incurred by Dublin as a result of such action shall be the responsibility of Service Provider and Dublin may back-charge Service Provider therefore.

SHOP DRAWINGS SAMPLES, PRODUCT DATA AND MANUFACTURERS' LITERATURE

To the extent applicable or required, Service Provider shall promptly submit to Dublin for approval all shop drawings, samples, product data, manufacturers' literature and similar submittals as required by the Contract Documents or as required herein. Service Provider shall prepare and deliver its submittals to Dublin in such time and sequence so as not to delay the Project. The approval of any Service Provider submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of the Contract Documents unless express written approval is obtained from Dublin authorizing such deviation, substitution or change.

COORDINATION AND COOPERATION

Service Provider shall:

(a) cooperate with Dublin and all others whose work may interfere or interface with the Work;

(b) before proceeding with the Work under this Agreement, accurately check all previous and surrounding work done by other entities, determine its correctness, specifically note and immediately advise Dublin of any interference or discrepancies with the Work. Failure of Service Provider to detect and report discrepancies shall relieve Dublin of any and all Service Provider claims to recover cost, expense or damage resulting there from; and

(c) participate in the preparation of coordination drawings and work schedules involving the Work, to the extent required or requested by Dublin.

AUTHORIZED REPRESENTATIVE

Unless otherwise stated in writing by Dublin, Service Provider shall have a competent foreman, superintendent, or representative, satisfactory to Dublin, on the Project at all times with authority to act on behalf of Service Provider with respect to the work and for the purpose of receiving notices, orders and instructions. Service Provider shall identify the person or persons so authorized to act on its behalf, in writing, before commencing work on the Project. All decisions, agreements or representations made by Service Provider's designated representative for this Project, whether oral or written, shall be binding on Service Provider.

TESTS AND INSPECTIONS

Service Provider shall schedule all required tests, approvals and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or the Project. Service Provider shall bear all expenses associated with tests, inspections and approvals required of the Service Provider by the Contract Documents, unless otherwise agreed to.

WORKMANSHIP

Every part of the Work shall be executed in accordance with the Contract Documents in a workmanlike and professional manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work, and shall be new.

MATERIALS FURNISHED BY OTHERS

In the event the scope of the Work includes installation of materials or equipment furnished by others, it shall be the responsibility of Service Provider to examine those items, store and install the items, unless otherwise provided for in the Contract Documents, with such skill and care as to ensure a satisfactory and proper installation. Loss or damage due to acts of Service Provider shall be deducted from any amounts due or to become due Service Provider under this Agreement.

SUBSTITUTIONS

No substitutions shall be made in the Work unless permitted in the Contract Documents and then only upon the Service Provider first receiving all approvals required under the Contract Documents for substitutions.

WARRANTY

Service Provider warrants and guarantees that its Work conforms in all respects to the Contract Documents and that it is free from defects in material and/or workmanship. Service Provider hereby warrants and guarantees its work to be free of defects in material or workmanship for a period of one year from the date of substantial completion, or such longer period as may be required by the Contract Documents or provided by any manufacturer's warranty applicable thereto. Service Provider further agrees to furnish any special warranties required by the Contract Documents relating to its Work prior to and as a condition of final payment. Service Provider agrees to perform any remedial or corrective work necessary to satisfy its warranty obligations without cost to Dublin.

UNCOVERING/CORRECTION OF WORK

If directed in writing by Dublin, Service Provider must uncover any portion of the Work, which has been covered by the Service Provider in violation of the Contract Documents or contrary to a directive issued by Dublin. Upon receipt of a written directive from Dublin, Service Provider shall uncover such Work for Dublin's inspection and then

restore the uncovered Work to its original condition at the Service Provider's time and expense.

Dublin may direct Service Provider to uncover portions of the Work for inspection by Dublin at any time. Service Provider is required to uncover such Work whether or not Dublin had requested to inspect the Work prior to it being covered. This Agreement shall be adjusted by Change Order for the cost and time of uncovering and restoring any Work which is uncovered for inspection and proves to be installed in accordance with the Contract Documents, provided Dublin had not previously instructed the Service Provider to leave the Work uncovered. If Service Provider uncovers Work pursuant to a directive issued by Dublin, and such Work upon inspection does not comply with the Contract Documents, then Service Provider shall be responsible for all costs and time of uncovering, correcting and restoring the Work so as to make it conform to the Contract Documents.

Service Provider is required to correct in a timely fashion any Work rejected by Dublin for failing to comply with the Contract Documents whether observed prior to the commencement of the warranty period(s) or during the warranty period(s).

Service Provider shall correct at its own cost and time and bear the expense of additional services for any nonconforming Work for which it is responsible.

CLEANUP

Service Provider shall at all times: (a) keep the Project and premises free from all rubbish and debris resulting from the Work; (b) broom clean each of its work areas prior to discontinuing work each day; and (c) clean up to the satisfaction of Dublin, including, but not limited to, dirt, grease, machine marks, etc., from walks, ceilings, floors, fixtures, etc. deposited or placed by or resulting from its Work.

If Service Provider fails to immediately commence compliance with cleanup duties within twenty-four (24) hours after written notification from Dublin of non-compliance, Dublin may implement appropriate cleanup measures without further notice and deduct the cost thereof from any amounts due or to become due to Service Provider under this Agreement.

SAFETY OF PERSONS AND PROPERTY

Service Provider is responsible for the health and safety of its employees, agents, subcontractors, and other persons on and adjacent to the Project site. Service Provider, however, shall take all necessary and prudent safety precautions with respect to its Work and shall comply with all safety programs and measures, and with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property, including, but not limited to, OSHA. Service Provider shall also coordinate work activities with Dublin, other contractors or entities, or any other parties involved with this Project to reduce the risk of an accident or injury occurring.

Service Provider shall protect any of its work and materials susceptible to damage from moisture or hosting of mold at all times. Service Provider agrees to indemnify, hold harmless and defend Dublin from any and all claims, losses, costs and expenses (including, but not limited to, all attorneys' and consultants' fees) relating to or arising from mold resulting from Service Provider's Work.

INSURANCE
SERVICE PROVIDER'S INSURANCE

Prior to start of the Work, Service Provider shall procure and maintain in full force and effect Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive or Commercial General Liability Insurance on an occurrence basis, and any additional insurance required of Service Provider. Service Provider shall deliver all certificates of insurance to Dublin, or upon request, copies of the actual insurance policies. All liability insurance policies described above shall be written on a comprehensive form and shall conform to the laws of the State of Ohio. Before any of the Service Provider's employees perform any work on the Project, Service Provider shall furnish Dublin with the Insurance Company's certificate that such coverage has been provided and each certificate shall contain the required limits. Dublin shall be specifically named and included as an additional insured party under all coverage required by this Agreement

and coverage for such additional insured shall also be amended to include a waiver of subrogation and primary and noncontributing endorsements in favor of the additional insured.

The types of insurance, and minimum amount of limits, required hereunder are:

(A) Workers' Compensation Insurance coverage: statutory requirements in the State of Ohio.

(B) Employers Liability Insurance with limits of not less than $1,000,000 to anyone person: USL&H; FELA; Jones Act; and, Continental Shelf Act Endorsements, if applicable.

(C) Commercial General Liability Insurance, written on an occurrence form:

- ☐ Standard Limits
- ☐ Excess Liability Policy, if applicable: $____,000,000.
- ☐ Professional Liability, if applicable, $1,000,000 Each Occurrence, with not less than a Five Year Completed Operations period if claims-made coverage.
- ☐ Other policies.

NUMBER OF POLICIES

Commercial General Liability insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy. The Umbrella Liability coverage must be as broad or broader than the Primary Insurance Policies.

PROPERTY INSURANCE

Service Provider is responsible to provide insurance coverage for tools, equipment or personal belongings that are owned or leased by the Service Provider or its employees at Service Provider's own expense. Service Provider accepts and shall bear the risk of loss for its property, material, or equipment, which is stored on-site and off-site.

SUBROGATION

Service Provider on behalf of itself, its insurers, successors and assigns does hereby waive any and all rights of subrogation against Dublin relating to or arising from any loss or damage which is within any insurance coverage of Service Provider, regardless of whether a claim has been submitted to or denied by the insurer.

INDEMNIFICATION AND DUTY TO DEFEND

Except to the extent expressly prohibited by statute, Service Provider agrees to fully indemnify and hold harmless Dublin and its elected officials, agents, officers, representatives, attorneys, employees, volunteers, indemnities, independent contractors and invitees from and against any and all claims, causes of action, amounts, damages, demands, expenses, judgments, liabilities, losses, obligations, proceedings and costs, including actual attorneys' fees, expert witness fees and costs incurred, that in whole or in part, arise out of, involve, result from, relate to or are alleged to have been caused by:

(a) The performance of any aspect of the Work by Service Provider or any of its subcontractors, independent contractors, suppliers, manufacturers, materialmen or persons or entities for whose acts Service Provider is or may be liable and/or their respective agents and/or employees;

(b) Act(s), failure(s) to act, omission(s) or negligence of or by Service Provider or any of its subcontractors, suppliers, manufacturers, materialmen or persons or entities for whose acts Service Provider is or may be liable and/or any of their respective agents and/or employees.

(c) Injury or death to persons or damage to property which arises out of, involves, results from, relates to or is caused by, in whole or in part, any action(s), inaction(s) and/or negligence of or by Service Provider or any of its subcontractors, independent contractors, suppliers, manufacturers, materialmen or persons or entities for whose acts Service Provider is or may be liable and/or any of their respective agents and/or employees.

(d) The failure of Service Provider to pay its subcontractors, suppliers, materialmen, laborers, union fringe benefits or any other obligation arising in the performance of the Work.

This indemnification provision shall not be construed to negate, abridge or reduce any other rights of Dublin and its elected officials, agents, officers, representatives, attorneys, employees, volunteers, indemnities, independent contractors and invitees.

In the event that any such claims, loss, cost, expense, liability, damage or other injury arise or are made or threatened against any indemnity hereunder, Dublin shall have the right to withhold any payments due or to become due to Service Provider an amount sufficient in its judgment and sole discretion to protect and indemnify in accordance with this provision against any and all such claims, loss, damage, cost and expense.

All indemnity obligations set forth in this Agreement shall survive the termination of this Agreement or the completion of Service Provider's Work.

CHANGES, CLAIMS AND DELAYS
CHANGES

Change to Agreement

Without invalidating this Agreement, Dublin may change, add to or reduce the Work to be performed hereunder. Any such change may be authorized as set forth herein.

Change Order

A Change Order is a document prepared by Dublin and signed by Service Provider stating their agreement upon the change in the scope of the Work, adjustment in the Contract Price and/or to the Project Schedule.

Adjustment in Contract Price

Service Provider shall not be entitled to receive compensation for extra work, materials or changes of any kind regardless of whether ordered by Dublin or Dublin's Representative, unless a written Change Order has been previously issued and signed by Dublin. If a change was ordered by Dublin or Dublin's Representative, and Service Provider performed but did not receive a written Change Order, Service Provider shall be deemed to have waived any claim for extra compensation, including anything related to schedule impacts or lost productivity, regardless of any written or verbal protests or claims by Service Provider. Dublin's issuance of a signed, written Change Order shall be deemed and construed as a condition precedent to Service Provider's filing of a valid claim for extra compensation as a result of Service Provider's performance of any work not originally included as part of the original scope of Work. If a Change Order requires an adjustment in the Contract Price, the adjustment shall be established by one of the following methods:

(a) mutual agreement on a lump sum, which shall be supported by sufficient information submitted by Service Provider to substantiate the amount, including specifically a labor, material, equipment and Service Provider's cost breakdown;

(b) unit prices already established in the Agreement or if not established by the Agreement then established by mutual agreement for the adjustment;

(c) on a time and material basis or, if none, then as otherwise allowed by the Contract Documents, or, if none, as jointly acceptable.

(d) for overtime work, Service Provider shall only be entitled to recover the premium time differential without mark-up of any kind.

Agreement on any Change Order shall constitute a final settlement, and full accord and satisfaction, of all matters relating to the change in the Work that is the

subject of the Change Order, including, but not limited to, the cumulative effect on the Project of all change orders issued to the date thereof, all direct and indirect costs, home office overhead and any and all adjustments to the Contract Price or Project Schedule.

CLAIMS

Claim

A claim is a demand or assertion made in writing by Dublin or Service Provider seeking an adjustment to the Contract Price and/or Project Schedule, an adjustment or interpretation of the Agreement's terms, or other relief arising under or relating to this Agreement, including the resolution of any matters in dispute between Dublin and Service Provider in connection with the Project.

Timing of Claims

Claims by Service Provider must be made within 21 days after occurrence of the event giving rise to such Claim. Claims must be initiated by written notice to Dublin and must be submitted through the "Statement of Claim" Form attached As Exhibit A to this Agreement. Any submitted "Statement of Claim" Forms must be complete, accurate and contain all information requested by the "Statement of Claim" Form. Failure by Service Provider to present written claims within 21 days of the event giving rise to the claim through the "Statement of Claim" shall constitute an express waiver of any rights to additional time, money or other relief.

Claim Documentation

All Claims presented or submitted by Service Provider shall include all supporting documentation and information to allow Dublin to evaluate the Claim. Dublin may request any additional documentation or information from Service Provider (whether maintained in any form or medium) to assist in assessing and evaluating Service Provider's Claim, and Service Provider agrees to provide the same.

Within ten (10) days of its receipt of a written request, Service Provider shall make available to Dublin or Dublin's Representative any books, records or other documents or information in its possession, custody or control relating to any Claim. Service Provider shall also require its subcontractors and suppliers, regardless of tier, to do likewise.

DELAYS/TIME IMPACT

Should Service Provider delay the progress of the Work so as to cause Dublin to suffer or become liable for any damages, Service Provider agrees to pay to Dublin the full amount

of any and all such damages. Such damages, at Dublin's option, may be deducted from any payments due, or which become due, under the Agreement. Nothing in this paragraph shall limit Dublin's right to claim all actual damages sustained by it as a result of Service Provider's delay. In addition, Dublin may terminate this Agreement for default as provided in Article 13 herein.

Dublin shall have the right, at any time, to delay or suspend the start or prosecution of the whole or any part of the Work under this Agreement, or to vary the sequence of performance thereof. Progress schedules may from time to time be modified to conform to contract completion requirements.

Dublin shall not be liable to Service Provider for delay to Service Provider's Work by reason of fire or other casualty; or on account of riots or of strikes, or other combined action of the workmen or other persons; or on account of any acts of God; or any other cause, whether foreseen or unforeseen, beyond Dublin's control.

All schedules incorporated into the Contract Documents or provided during the course of the performance of the Work are provided for the Service Provider's convenience. Dublin does not warrant or guarantee such Schedule(s) and Service Provider should not rely upon the sequence or duration of activities as set forth therein for any purpose, including the pricing of the Work. Service Provider specifically acknowledges that the sequence and duration of activities set forth in the Schedule(s) typically change on projects of this size, nature and complexity, and that they are likely to change on this Project. Dublin shall have the right to determine and, if necessary, change the time, order and priority in which the various portions of the Work is to be performed and all other matters relative to the timely and orderly conduct of the Work.

PAYMENT
GENERAL PROVISIONS

Schedule of Values

If the Agreement is not a unit price agreement, then the Service Provider shall prepare and submit to the Contractor prior to the due date for the submission of Service Provider's first application for payment, a Schedule of Values apportioned to the various divisions or phases of the Work. The Schedule of Values shall include line items for each portion of the Work. Each line item contained in the Schedule of Values shall be assigned an appropriate monetary price such that the total of all such items shall equal the Contract Price. The Schedule of Values shall be prepared in such detail as may be required by Dublin.

Payment Use and Verification

Service Provider is required to pay for all labor, materials, and equipment used in the performance of the Work. Reasonable evidence, satisfactory to Dublin, may be required to show that all obligations relating to Subcontract Work are current before releasing any payment due to Service Provider. If required by Dublin, before final payment is made for the Work, Service Provider shall submit evidence satisfactory to Dublin that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Agreement and the Work, have been paid or otherwise satisfied.

Taxes

Service Provider agrees to withhold all municipal income taxes due or payable under the provisions of Chapter 181 of the Codified Ordinances of Dublin, Ohio, for wages, salaries and commissions paid to its employees and further agrees to require that all of its subcontractors shall also withhold any such municipal income taxes due under such chapter for any work completed or services performed related to this Project.

Payment Not Acceptance

Payment to Service Provider by Dublin does not constitute or imply acceptance of any portion of the Work.

PROGRESS PAYMENTS

Applications

Service Provider's Applications for Payment shall, unless otherwise required by Dublin or the Contract Documents, be submitted on the AlA 0702 form and shall be itemized and supported by the Service Provider's Schedule of Values, unit prices, and any other substantiating data as required by Dublin.

Partial Lien Waivers and Affidavits

Service Provider shall obtain from all of its subcontractors, vendors and suppliers, regardless of tier, a waiver of claim under the relevant mechanic's lien laws for the Project of all claim or lien rights for the amounts for which they have received payments with respect to the Project in the form attached hereto as Exhibit B to the Agreement.

Rejection of Service Provider's Payment Application

Dublin may reject a Service Provider's payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Dublin from loss or damage based upon:

(a) Service Provider's repeated failure to perform the Work as required by the Contract Documents;

(b) loss or damage arising out of or relating to the Contract Documents and caused by Service Provider to Dublin;

(c) Service Provider's failure to properly pay for labor, materials, equipment or supplies furnished in connection with the Work;

(d) rejected, nonconforming or defective Work, which has not been corrected in a timely fashion;

(e) reasonable evidence of delay in performance of the Work such that the Work will not be completed in accordance with the Project Schedule, and that the unpaid balance of the Contract Price is not sufficient to offset the additional costs or damages that may be incurred by Dublin as a result of the anticipated delay caused by Service Provider;

(f) reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to cover the cost to complete the Work; or

(g) third party claims involving Service Provider or reasonable evidence demonstrating that third party claims are likely to be filed unless and until Service Provider furnishes Dublin with adequate security in the form of a surety bond, letter of credit or other collateral or commitment which are sufficient to discharge such claims if established.

Payment Amount

Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. The portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Price allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to Dublin of changes in the Work, amounts not in dispute shall be included and paid upon approval and payment by Dublin.

2. The progress payment amount shall be further modified under the following circumstance: (a) Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Price, less such amounts as Dublin shall determine for incomplete Work, retainage applicable to such Work and unsettled claims.

3. Dublin shall not make advance payments to Service Provider for materials or equipment, which have not been delivered and stored at the site unless the Contract Documents allow otherwise.

Time of Application

For each progress payment period, Service Provider shall submit its progress payment application to Dublin for the Work performed to date no later than the fifth day of each month, unless otherwise agreed.

Stored Materials and Equipment

To the extent permitted by the Contract Documents, applications for payment may include materials and equipment not incorporated into the Work. Approval of payment applications for materials and equipment stored on or off the site shall be conditioned on submission by Service Provider of bills of sale and applicable insurance or such other procedures satisfactory to Dublin to establish the proper valuation of the stored materials and equipment.

Time of Payment

Dublin shall make progress payments for all undisputed amounts to Service Provider for satisfactory performance of the Work no later than twenty (20) calendar days after receipt of Service Provider's complete payment application.

FINAL PAYMENT

Application

Service Provider may submit its final payment application to Dublin upon acceptance of the Work by Dublin, and upon Service Provider furnishing evidence of fulfillment of the Service Provider's obligations in accordance with the Agreement.

Requirements

When submitting its final payment application, Service Provider shall furnish the following to Dublin:

(a) the Final Waiver of Lien form attached hereto as Exhibit C. Such form shall be in the amount of the application for final payment and be accompanied by the same Final Lien Waiver form executed by Service Provider's subcontractors, materialmen and suppliers;

(b) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Dublin might in any way be liable, have been paid or otherwise satisfied;

(c) consent of Service Provider's surety to final payment, if applicable and required;

(d) satisfaction of closeout procedures required by Dublin;

(e) current certificates of insurance establishing that all insurance coverage required by the Agreement shall remain in effect through the final acceptance of the Project by Dublin, or such later date as may be required by the Contract Documents, and that such coverage will not be materially altered, expire or terminate without thirty (30) days prior certified mail notice thereof; and

(f) other data if required by Dublin, such as receipts, releases, and waivers of liens effective upon payment. Acceptance of final payment by Service Provider shall constitute a waiver of any and all claims (whether known or unknown) by Service Provider except those previously made in writing and identified by Service Provider as unsettled at the time of final application for payment.

Time of Payment

Final payment of the undisputed balance due of the Contract Price shall be made to Service Provider within ten (10) calendar days after receipt of all information required under Section 12.3 of this Agreement.

DISPUTE RESOLUTION

INITIAL DISPUTE RESOLUTION

If a dispute arises out of, or relates to this Subcontract or the alleged breach thereof, the parties shall endeavor to settle the dispute first through direct discussions by and between the parties respective Project Managers or principals.

If the dispute cannot be settled through direct discussions, the parties shall then endeavor to settle the dispute by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Notice of demand for mediation shall be filed in writing with the other party to this Agreement with the American Arbitration Association. The demand for mediation shall be made within a reasonable time after written notice of the claim, dispute or other matter in question has been given, but in no event shall it be made when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statues of limitation. The location of the proceedings shall be in Dublin, Ohio, unless the parties agree otherwise. The parties shall share all costs of the mediation equally.

ARBITRATION/LITIGATION

In the event that a dispute is not resolved as set forth above, Dublin shall have the right, in its sole and exclusive discretion, to elect whether the dispute will then be decided by arbitration or litigation. In the event that Dublin should elect to resolve the dispute through Arbitration it shall so notify Service Provider in writing. The parties will then meet or confer to reach agreement on an arbitrator. The arbitration shall be conducted in general conformity with the Construction Industry Rules of the American Arbitration Association, however, the American Arbitration Association shall not administer the arbitration. The locale of any arbitration hearing shall be Dublin, Ohio. Any award rendered in the arbitration shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction.

In the event that Contractor should elect to resolve the dispute through litigation jurisdiction thereof shall reside exclusively with the Common Pleas court of Franklin County, Ohio.

PREVAILING PARTY

In the event of any arbitration, the prevailing party shall be awarded its share of the arbitration costs and arbitrator compensation. For the purpose of the application of this provision, the arbitrator(s) shall determine the prevailing party as follows: the prevailing party shall be that party who's last written settlement position (demand/offer) made before the commencement of the arbitration hearing(s) is closest to the final award rendered by the arbitrator(s). In order to be considered for the purpose of this provision, any settlement position (demand/offer) must be in writing and must have been delivered

by certified mail to the other party. It is the intent of this provision for the arbitrator(s) to identify the true party prevailing in any arbitration proceeding. To that end, in the event that a party seeking relief has not taken a settlement position, i.e. the claimant, the arbitrator(s) shall consider the settlement demand to be the full relief requested in the arbitration demand. In the event that the respondent has not taken a settlement position, the arbitrator(s) shall consider the offer to be a complete rejection of the relief requested by the claimant. Where there are mixed claims and counterclaims, the determination of the prevailing party shall be within the discretion of the arbitrator(s) consistent with the intent of this provision."

WORK CONTINUATION AND PAYMENT

Service Provider shall carry on the Work and maintain the Project Schedule pending final resolution of a Claim including mediation, arbitration or litigation,

unless the Agreement has been terminated or the Work suspended as provided for in the Agreement, or the parties otherwise agree in writing to a partial or total suspension of the Work. If Service Provider is continuing to perform in accordance with the Agreement, Dublin shall continue to make undisputed payments as required by the Agreement.

RECOURSE BY DUBLIN

FAILURE OF PERFORMANCE

Notice to Cure

If Service Provider refuses or fails to supply enough properly skilled workers, proper materials, or maintain the Project Schedule, or it fails to make prompt payment to its workers, subcontractors or suppliers, disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a breach of a provision of this Agreement, Service Provider may be deemed in default of this Agreement. If Service Provider fails within three (3) working days after written notification to commence and continue satisfactory correction of such default, with diligence and promptness, then Dublin without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies:

(a) supply such number of workers and quantity of materials, equipment and other facilities as Dublin deems necessary for the satisfactory correction of such default, which Service Provider has failed to complete or perform after the aforesaid notice, and charge the cost thereof to Service Provider, who shall be liable for the payment of same including reasonable overhead and profit;

(b) contract with one or more additional contractors, to perform such part of the Work, as Dublin shall determine will provide the most expeditious correction of the default and charge the cost thereof to Service Provider;

(c) without further notice to Service Provider, withhold payment of monies due the Service Provider in accordance with this Agreement; and

(d) in the event of an emergency affecting the safety of persons or property (as determined in Dublin's sole discretion), Dublin may correct such default, without first giving three (3) working days' written notice to Service Provider, but shall give prompt written notice of such action to Service Provider, and charge the cost thereof to the Service Provider.

Service Provider agrees to indemnify and hold Dublin harmless from and against any and all damage, loss, cost or expense, including the actual attorneys' fees incurred, arising from or relating to the default of Service Provider, regardless of whether Service Provider cures the default or is ultimately determined not to have been in default of its obligations under this Agreement, in which event the termination shall be deemed to have been a termination for Dublin's convenience.

Termination by Dublin
Termination for Default/Cause

If Service Provider fails to commence and satisfactorily continue correction of a default within three (3) working days after written notification from Dublin, then the Agreement may be terminated and Dublin may use any materials, implements, equipment, appliances or tools furnished by or belonging to Service Provider to complete the Work. Dublin shall issue a written notice of termination to Service Provider at the time the Agreement is terminated.

Dublin may also furnish those materials, equipment, and/or employ such workers or subcontractors, as Dublin deems necessary to maintain the orderly progress of the Work. Service Provider hereby consents to the assignment of its subcontracts or agreements which Dublin, in its sole discretion, deems necessary for the orderly progress of the Work, immediately upon the issuance of a determination of default.

All costs incurred by Dublin in performing the Work, shall be deducted from any monies due or to become due Service Provider under this Agreement. Service Provider shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Contract Price.

Termination for Convenience

Dublin shall have the right to terminate this Agreement for its convenience by providing Service Provider with written notice thereof. Upon Service Provider's receipt of such notification it shall immediately cease work on the Project and take all steps reasonably available to minimize the cost of termination. In the event of such termination, Service Provider shall be entitled to receive as full and complete compensation the value of Work that is properly completed up to the date of termination as identified on the schedule of

values, the cost of any stored material not previously paid for or incorporated in the Work which can not be returned or restocked, and reasonable direct costs of demobilization.

Service Provider shall not be entitled to compensation for any field or home office overhead or any profit on work not performed.

In the event that any court or arbitration panel should determine that a termination of Service Provider by Contractor for cause was a breach of the Agreement, any such termination shall immediately be converted to a termination for convenience and Service Provider's damages shall be so calculated.

Use of Service Provider's Equipment

If Dublin performs work under this Article, or subcontracts such work to be so performed, Dublin and/or the persons to whom work has been subcontracted shall have the right to take and use any materials, implements, equipment, appliances or tools furnished by, belonging or delivered to Service Provider and located at the Project for the purpose of completing any remaining Work. Immediately upon completion of the Work, any remaining materials, implements, equipment, appliances or tools not consumed or incorporated in performance of the Work, and furnished by, belonging to, or delivered to the Project by or on behalf of Service Provider, shall be returned to Service Provider in substantially the same condition as when they were taken, normal wear and tear excepted.

BANKRUPTCY

Termination Absent Cure

Should there be filed by or against Service Provider a petition in bankruptcy, or for a reorganization, or should Service Provider become insolvent or be adjudicated as bankrupt or go into receivership, liquidation or dissolution, either voluntarily, involuntarily or under court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency, then in any such event, each of which shall constitute a default hereunder on the Service Provider's part, Dublin shall have the right, in addition to any other rights and remedies provided by this Agreement, the Contract Documents or by law, to proceed in accordance with the provisions of Article 14 of this Agreement.

Interim Remedies

If Service Provider is not performing in accordance with the Project Schedule at the time a petition of bankruptcy is filed, or at any subsequent time, Dublin may avail itself of such remedies under this Article as are reasonably necessary to maintain the Project Schedule.

EQUAL OPPORTUNITY EMPLOYMENT

Service Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. Service Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin.

Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Service Provider agrees to post in conspicuous places, available to

employees and applicants for employment, notices, which may be provided by Dublin setting forth the provisions of this equal opportunity pledge and commitment.

Service Provider shall comply with all provisions of the DPW Regulation on EEO, and the implementing rules, regulations and applicable orders of the State Equal Employment Opportunity Coordinator.

DUBLIN/OWNER:

CITY OF DUBLIN, OHIO

By: _____

Its: _____

Date: _____

SERVICE PROVIDER:

_____

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

_____ Date:

_____
Law Director

CERTIFICATION OF FUNDS

City of Dublin Fleet Management Outbuildings Project at 6351 Shier Rings Road

I, Angel L. Mumma, Deputy City Manager - Director of Finance of the City of Dublin, Ohio, certify that:

1. The Council of the City of Dublin, Ohio has appropriated $_____ for the above-referenced project by Resolution No. _____ adopted on _____, 2013.

2. The amount so appropriated is on deposit or in the process of collection to the credit of the appropriate fund free from any outstanding obligations.

CITY OF DUBLIN, OHIO

Date: _____

By:_____
Angel L. Mumma
Deputy City Manager – Director of Finance

NOTICE TO PROCEED
Not Applicable ___

To: _____

_____

_____

You are hereby notified to commence work within ten (10) business days from the date of receipt of this Notice to Proceed. You are required to complete the work within **ninety (90) consecutive calendar days.**

Return an acknowledged copy of this Notice to Proceed to:

Brian Ashford
Administrative Services - Facilities
6555 Shier Rings Road
Dublin, Ohio 43016

CITY OF DUBLIN, OHIO

Date: _____

By: _____
Brian Ashford
Facilities Manager

RECEIPT OF NOTICE TO PROCEED

Receipt of this Notice to Proceed is hereby acknowledged this ____ day of _____, 2013.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT

Not Applicable ___

Section 1311.252, Ohio Revised Code

Notice is hereby given of the commencement of a public improvement as follows:

1. The public improvement is identified as:

Project Name:
City of Dublin Truck Wash

Project Number:

Location: **6351 Shier Rings Road**

2. The public authority responsible for the public improvement is:

City of Dublin, Ohio
5200 Emerald Parkway
Dublin, Ohio 43017

3. The principal contractor and its surety on the public improvement are as follows:

Principal Contractor:_____	Surety:_____
Name_____	Name _____
Address _____	Address_____
City, State_____	City, State_____
Zip Code_____	Zip Code_____
Telephone Number _____	Telephone Number_____

4. The City of Dublin, Ohio first executed a contract with a principal contractor for the public improvement on _____ .

5. The name and address of the representative of the City of Dublin, Ohio upon whom service may be made for the purposes of serving an affidavit pursuant to Section 1311.26 of the Ohio Revised Code is:

Brian Ashford, Facilities Manager
Facilities Department
6555 Shier Rings Road
Dublin, Ohio 43016

CITY OF DUBLIN, OHIO

By:_____
Brian Ashford
Facilities Manager

Sworn to and subscribed before me this _____ day of _____, **2013**.

_____
Notary Public

CHANGE ORDER

Change Order No. _____ Contractor Name: _____

Date: _____

Agreement Date: _____

The following changes are made to the contract documents:

_____
_____
_____
_____
_____

The changes are made for the following reasons:

_____
_____
_____
_____
_____

Change to contract price:

Original contract amount: $ _____

Current contract amount adjusted by previous Change Orders: $ _____

The contract will be (circle one: increased/decreased) due to this Change Order by: $ _____

New contract amount (including this Change Order): $ _____

Change to contract time:

The contract time will be (circle one: increased/decreased) due to this Change Order by _____ calendar days.

The date for completion of all work will be _____, **2013**.

This Change Order is signed this _____ day of _____, **2013**.

CONTRACTOR

_____

_____

Print Name: _____

Title: _____

CITY OF DUBLIN, OHIO

By:_____
Marsha I. Grigsby
City Manager

By:_____
(signature)

By: _____
Brian Ashford
Facilities Manager

By: _____
Angel L. Mumma
Deputy City Manager - Director of Finance