

**CITY OF DEFIANCE, OHIO
 REQUEST FOR PROPOSALS FOR
 16" MAUMEE RIVER CROSSING WATER MAIN REPLACEMENT DESIGN-BUILD PROJECT**

Dated July 5, 2022

- Project Owner:** City of Defiance, Ohio
- Project Name:** 16" Maumee River Crossing Water Main Replacement Design-Build Project
- Project Location:** Beneath the Maumee River starting at a point in line with the intersection of Carpenter Road and East River Drive to a point on the southerly bank of the river and roughly 350 feet east of Biede Avenue
- Delivery Model:** Design-Build in accordance with Section 151.06 of the Codified Ordinances of the City of Defiance

Deadline to Submit Proposals: 2:00p.m. (local time), August 5, 2022

1.0 INTRODUCTION

Through this Request for Proposals (RFP), the City of Defiance, Ohio (the "Owner" or the "City") is soliciting competitive, sealed lump sum price Proposals for the design and construction of the 16" Maumee River Crossing Water Main Project (the "Project") in accordance with Section 151.06 of the Codified Ordinances of the City of Defiance.

Anticipated procurement schedule (subject to change in the Owner's sole discretion):

Pre-Proposal Meeting	July 18, 2022
Deadline for Questions by Proposers	July 22, 2022
Q&A Addendum Released by Owner	July 29, 2022
Deadline to Submit Proposals	August 5, 2022
Owner Review Dates (Firm Interviews – if needed)	Week of August 8, 2022
Selection Date	August 15, 2022
Board Recommendation (Board of Control/RFL)	August 15, 2022
Authorization to Execute Contract (City Council)	August 23, 2022
Contract Execution	August 23 – September 7, 2022

Payment for design and construction services will be on the basis of a lump sum broken out into a schedule of values after award of the Agreement. The Control Estimate for the cost of all design and construction work is \$2,450,000.00. The City reserves the right to refrain from awarding any Agreement where the lump sum proposal exceeds the Control Estimate.

The Selected Proposer is the Proposer determined by the Owner to provide the best value, with whom the Owner may execute a Design-Build Agreement ("Agreement"), in the form included with this RFP. The term Design-Builder or DB is used to refer to the Selected Proposer after execution of the Agreement.

Proposers should carefully review this RFP to ensure a clear understanding of the Owner's needs, objectives, and scope. Should a Proposer find discrepancies in, or omissions from, this RFP and

its related documents, the Proposer shall immediately notify the Owner in writing, in accordance with the communications protocol in this RFP.

1.1 PROJECT DESCRIPTION AND REQUIREMENTS

1. The Project includes preparing the plans for and constructing approximately 1,900 L.F. new 16" (or equivalent inside diameter) water main, including all fittings, valves and hydrants (all meeting local standards), plus related site grading, drainage, pavement and site restoration (all meeting local standards), as required. The water main will cross beneath the Maumee River and connect to the City's existing water infrastructure and be put into service in accordance with all applicable laws and regulations. The new water main is replacing an existing 16" cast iron and asbestos-cement water main that will be abandoned in place. As-Built Drawings of the exiting water main are included as **Attachment J**. Preliminary design drawings, including applicable AutoCAD files and City standard notes and details are provided as **Attachment H**. The Owner will procure some materials required for construction in advance. A listing of Owner-provided materials is included as **Attachment I**.
2. The new water main will be located approximately in line with and parallel to the existing water main under the Maumee River. The water main will begin approximately 300 feet north of the intersection of East River Drive and Carpenter Road and will pass under the Maumee River to a point on the southerly bank of the river and roughly 350 feet east of Biede Avenue. The new water main will be installed under the Maumee River through trenchless means. Disturbance or fill below the ordinary high water mark (OHWM) of the River will not be permitted.
3. The Owner's intent is for the final construction to result in a reliable, durable pipeline free of impediments to flow and protected from cold temperatures, river currents, scour, boat anchorages, and other reasonably anticipatable hazards, with a capacity equal to or greater than a new 16". diameter Ductile Iron Pipe (Class 250).
4. Pipe Details. The new water main may be constructed of 16" DIP (Class 250), 18" C900 DR18 (NAPCO Certa-Lok, or approved equal) or 20" HDPE DR11 pipe materials. The Owner will furnish and install two (2) new 16" isolation valves on the existing pipe, placed north and south of the river. The Proposer will connect to the existing 16" main at locations north and south of the Maumee River, as agreed upon by the Owner, consistent with Paragraph 2, above.
5. Trench Details. Per Section 3.2 of this RFP, each Proposer must provide with its Proposal a fully dimensioned cross section drawing of the pipe and trench detail for those portions of the water main installed by trenchless means.
6. Schedule. The new water main must be placed into service no later than February 28, 2023.
7. Service Outages. Service outages will be strictly limited to no more than one (1) for the purpose of connecting to the City's existing water system, with a maximum duration of 12 hours. Service outages may be performed only during periods of non-peak demands (i.e. weekends and evenings). No service outage will be allowed without at least two (2) calendar weeks' written notice from the Proposer to the City and agreement by the City to the proposed day and time.

8. Easements: Existing permanent easements are in place for the project corridor. The City will be acquiring additional temporary easements from Defiance County for the areas to the south of the Maumee River to facilitate construction. Additional work agreements to be acquired by the Proposer may be required depending on planned means and methods. Such additional work agreements shall be the sole responsibility of the Proposer.
9. Seismic: Vibration and seismic monitoring will be required during construction to observe vibrations and minimize impacts to adjacent public and private buildings and property. Each Proposer must submit with its proposal a brief description of its proposed vibration and seismic monitoring activities including but not limited to identification of equipment, monitoring points, what data will be recorded, frequency of data recording and how it will be stored. Each Proposer shall also provide a description of their planned methods to abate seismic impacts should monitored data exceed acceptable thresholds for vibrations.
10. Maintenance of Traffic: Carpenter Road between East River Drive and South Kettering Drive may be closed to thru-traffic temporarily during construction. Local access to existing residences and businesses, including deliveries, shall be maintained at all times. East River Drive shall remain open to thru traffic at all times. Biede Avenue and the entrance drive and parking lot for the Defiance County facilities east of Biede Avenue shall remain accessible for their intended use at all times.
11. Environmental: Tree removal to facilitate construction may only occur between October 15 and March 15. In-stream construction disturbance within the Maumee River is prohibited for this project.

1.2 COSTS ESCALATION ALLOWANCE

Due to volatility in the materials and equipment market, a not-to-exceed Allowance will be included in the Lump Sum Bid Price and Contract Sum to be used for certain increases in material and equipment costs which a Proposer, if it becomes the Design-Builder, is obligated to pay as a result of unforeseeable market conditions (the "Raw Costs Escalation Allowance").

Increased unit labor costs are not eligible for recovery.

The amount of the Raw Costs Escalation Allowance will be \$125,000.

For any material or equipment which the Proposer believes it may incur a cost increase from a supplier or manufacturer after the execution of the Owner-Contractor Agreement, the Proposer shall provide a "Potential Materials and Equipment Cost Escalation List" with their proposal in **Attachment A**. Such list shall include the following information, which will be treated as proprietary and confidential information under Ohio Revised Code 149.43:

- The particular materials and equipment at issue;
- The respective material and equipment suppliers;
- The quantity of the identified materials and equipment upon which the proposal is based;

- Proposer's raw cost of the identified materials and equipment;
- Supporting documentation from all identified suppliers evidencing Proposer's raw costs, such as quotes.

If awarded the Project, the Design-Builder shall be entitled to use the Raw Costs Escalation Allowance only for verifiable and unavoidable cost increases for the materials and equipment identified in the "Potential Materials and Equipment Cost Escalation List." The procedure for accessing the Raw Costs Escalation Allowance will be for Design-Builder to make a Change Request, which Owner will be obligated to convert to a change order under the terms of this Section.

Design-Builder may access the Raw Costs Escalation Allowance only in an amount equal to the difference between the actual higher costs incurred at the time of order for the material or equipment and the concomitant costs identified in the "Potential Materials and Equipment Cost Escalation List," without any markup or additional dollars added for any reason whatsoever. Design-Builder shall provide evidence of the actual cost incurred by submitting to Owner all invoices and agreements regarding such material or equipment and any other documentation reasonably requested by Owner in response to the associated Change Request.

The amount of the Raw Costs Escalation Allowance is the maximum amount available to a Design-Builder to compensate it for all unforeseen increases to material and equipment costs on the Project, whether or not identified on the "Potential Materials and Equipment Cost Escalation List." Design-Builder shall not be entitled to any additional adjustment in the Contract Sum for material and equipment cost increases once the Raw Costs Escalation Allowance is exhausted, unless Contractor is entitled to such cost adjustment under another provision of the Contract Documents.

The Raw Costs Escalation Allowance shall be included in the Preliminary and Final Schedules of Values. With each Application for Payment, Design-Builder shall include the balance of the Raw Costs Escalation Allowance and an accounting of how the Raw Costs Escalation Allowance has been expended to date.

Before final payment, any unused portion of the Raw Costs Escalation Allowance shall be returned to the Owner by a deduct Change Order.

If a Proposer believes that it will not need any or all of the Raw Costs Escalation Allowance, the Proposer may provide a value for the line item titled "Raw Costs Escalation Allowance DECREASE" in the Proposal Form. Whether a bidder provides a negative or positive value for that line item, it will be applied as a deduct to the given \$125,000 Raw Costs Escalation Allowance, and Proposer's Price will be commensurately reduced. The resulting net amount of the Raw Costs Escalation Allowance will be the only amount available to Proposer/Design-Builder for all unforeseen increases to its material and equipment costs on the Project, whether or not identified on the "Potential Materials and Equipment Cost Escalation List."

1.3 DETAILED DESCRIPTION OF SERVICES

The Selected Proposer will be responsible for the Project from start to finish, including engineering, design, permitting, and implementation as further described below and in

Attachment H hereto. The Work for the Project generally consists of the following services, as applicable:

1. Design and Preconstruction Services are anticipated to include, at a minimum, the following:

- a. Provide the engineering design services, including the preparation of stamped plans (including plan and profile, details, general notes, SWPPP), and specifications subject to Owner's review that comply with applicable permits, applicable laws and regulations, applicable standards and are consistent Design-Builder's Standard of Care, i.e. the level of skill, prudence, and caution practiced by engineers designing similar projects in the general geographical area of the Project. An initial survey and preliminary design have been developed by the Owner and is provided as **Attachment H**. Additional topographic and boundary survey required due to the Design-Builder planned means and methods shall be completed by the Design-Builder, at no additional cost to the Owner.
- b. Coordinate/participate in meetings with the Owner and various subconsultants, utility companies, and regulatory agencies to expedite the design/permit process, as well as complete permit acquisition and approval.
- c. Obtain and pay for all necessary permits required from all regulatory agencies having jurisdiction over the Project including but not limited to the U.S. Army Corps of Engineers, Ohio Department of Natural Resources, and/or Ohio EPA. Owner will be the named permittee and provide the requisite signatures. **Design-Builder will be entitled to an increase in the Contract Time only, which will be equal to every day beyond 90-days that it takes the authority having jurisdiction to approve a permit application that is a condition precedent to construction. Such time extension may only be granted only if the review time is not attributable to any act or failure to act on the part of Design-Builder or their Project Team.**
- d. Submit 90% complete plans and specifications and 100% complete Construction Documents to Owner for review and comment. Only upon Owner's indication in writing that it takes no exception to the Construction Documents may actual construction begin.

2. Construction Services are anticipated to include, at a minimum, the following:

- a. Coordinate with the Owner and other stakeholders as necessary.
- b. Bond and insure the construction per Ohio law and the Contract Documents.
- c. Procure materials not otherwise provided by the Owner (See **Attachment I**).
- d. Perform all work for the Project by self-performance or through subcontractors.
- e. Provide quality control and construction supervision.
- f. Maintain progress schedule/monitor compliance with schedule.

- g. Conduct regular progress meetings.
- h. Address all construction related permitting requirements.
- i. Maintain safe work site.
- j. Complete all acceptance testing requirements (water pressure test, disinfection, etc.) in accordance with applicable Ohio EPA and City of Defiance Standards.
- k. Perform project closeout including documentation (final wage reports, lien releases, O&M manuals, as-builts, etc.).
- l. Provide prevailing wage reporting/accounting.

3. Project Milestones are anticipated to include, at a minimum, the following:

- a. Conduct local project meeting with project stakeholders, including (but not limited to) the City of Defiance Engineering and Water Departments.
- b. Submit 90% design to Owner by October 14, 2022. Assume 5 working days for review and response.
- c. Submit 100% design to Owner by November 11, 2022. Assume 5 working days for review and response.
- d. Commence construction by February 1, 2023 and reach Substantial Completion (e.g. system tested and operational) by February 28, 2023.
- e. Reach Final Completion (e.g. work areas fully restored) by June 30, 2023. .

The above services are not meant to be comprehensive. The Selected Proposer entering into a contract with the Owner will be required to provide all services required to provide a work product that performs per the intent of the Owner as expressed in the Contract Documents.

1.4 REFERENCE DOCUMENTS

The Owner has furnished written information with this RFP, including the following:

- Attachment E: Historic ODNR Boring Logs from Near Project Site (“ODNR Logs”)
- Attachment G: Historic Boring Logs and Information from Near Project Site and Project-Specific Geotechnical Report
- Attachment H: Detailed Project Site Map and Preliminary Design, including AutoCAD files
- Attachment I: Owner-Provided Materials
- Attachment J: As-Built Drawings for Existing 16” Water Main

Proposers shall be entitled to rely on the accuracy of information included in the Project-Specific Geotechnical Report and Detailed Project Site Map. Except for such reliance, the

Proposers shall not rely upon or make any claim against the Owner with respect to: (1) the completeness of Project-Specific Geotechnical Report or Project Site Map for a Proposer's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by a Proposer, and safety precautions and programs incident thereto; or (2) other data, interpretation, opinions, and information contained in the Project-Specific Geotechnical Report or Project Site Map; or (3) any Proposer interpretation of or conclusion drawn from the Project-Specific Geotechnical Report or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by a Proposer to estimate locations or quantities of subsurface strata are independent factual assumptions which the Owner does not warrant. Proposer shall be solely responsible for all means and methods, including design and placement of all excavation protection as required to meet applicable OSHA requirements and to protect existing adjacent structures and utilities.

Proposers shall not be entitled to rely upon or make any claim against Owner with respect to either the accuracy or completeness of the ODNR Logs, or any other attachment to this RFP other than the Geotechnical Report or Detailed Project Site Map, which are to be used 100% at a Proposer's risk, and which are provided for informational purposes only.

Notwithstanding any other provision in the RFP or other contract document to the contrary, Proposers shall be responsible for procuring all additional geotechnical and other information, including utility locations, they deem necessary to describe subsurface conditions or other physical conditions at the Project site. Proposers are solely responsible for conducting their own independent research, investigations, and other due diligence for the preparation of their Proposals and the subsequent delivery of services.

If any Proposer wishes to conduct its own site investigation, it may do so by coordinating its time on the Project Site with the City Engineer, Ms. Melinda Sprow, P.E., as set forth in Section 2.1 below. Proposer shall clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. All safety and utility marking regulations must be complied with and insurance with the minimum coverages identified in the Contract Document must be in place, with the Owner named as additional insured before any field activities may occur.

1.5 BONDING REQUIREMENTS

1. Proposal Guaranty: Proposers shall furnish a Proposal Guaranty with their Proposals, guaranteeing that a Proposer will enter into the Form of Design-Build Agreement included in this RFP as modified by the Proposer's proposed modifications to the Form of Design-Build Agreement included with its Proposal, in the form of either: (1) a bond for the full amount of the Base Lump Sum Price plus any Add Alternates in the form of the Proposal Guaranty and Contract Bond included in **Attachment D**; or (2) a certified check, cashier's check, or irrevocable letter of credit in a form satisfactory to the Owner in an amount equal to 10% of the Base Lump Sum Price plus any Add Alternates. If a Proposer offers multiple combinations of pipe sizes and materials, the Bond must be in the amount of the largest Base Lump Sum Price plus any Add Alternates. NOTE: AIA or EJCDC Bid Bond forms are not acceptable.
2. Contract Bond: The successful Proposer, who, as a Proposal Guaranty, submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to

10% of the Base Lump Sum Price, shall furnish a Contract Bond in the form included in **Attachment D** in an amount equal to 100% of the Base Lump Sum Price plus any accepted Add Alternates. If a Proposer offers multiple combinations of pipe sizes and materials, the Contract Bond must be in the amount of the largest Base Lump Sum Price plus any Add Alternates. NOTE: AIA or EJCDC Bond forms are not acceptable.

3. The bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the surety currently has an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the Best Financial Size Category of Class VI. Other sureties may be acceptable to the Owner, in its sole discretion.
4. All bonds shall be signed by an authorized agent of an acceptable surety and by the Proposer.
5. Surety bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety Company to do business in the State of Ohio, and a financial statement of the Surety.
6. The Proposal Guaranty, as applicable, shall be in the name of or payable to the order of the Owner.
7. The name and address of the Surety and the name and address of the Surety's Agent must be typed or printed on each bond.

1.6 AGREEMENT

A copy of the Design-Build ("DB") Agreement that will be used for the Project is included as **Attachment C** to this RFP. While Proposers have the option of submitting proposed modifications to the Agreement as described in this RFP under Section 3.2, Tab 6, such modifications will be taken into account in determining the Proposer that provides the best value and any modifications will be in the Owner's sole discretion.

Insurance requirements are included in Article 13 of the DB Agreement.

Proposers shall have no property interest or rights under any agreement pertaining to the Project until the agreement is executed by the Owner.

2.0 PROCUREMENT PROCESS

2.1 COMMUNICATIONS PROTOCOL

Comments or questions must be submitted no later than 2:00 p.m. (local time) on July 22, 2022 in writing by email to Ms. Melinda Sprow, P.E, @ msprow@cityofdefiance.com. Proposers should not seek to discuss any information directly relating to this procurement with any Owner employee or anyone affiliated with the Project, except during scheduled site visits, or as otherwise provided for in the RFP. Verbal responses to questions, at any time, are not official and the Owner shall not be bound by

such information. Violation of this provision may result in disqualification from eligibility for selection.

Responses to requests for information that are unique to a Proposer's team or approach to the Project may be provided only to that Proposer. However, should a response require a modification to the RFP, as determined by the Owner, it will be made in the form of a written Addendum that will be sent to all Proposers, and will become part of the RFP. Each Proposer is required to acknowledge receipt of all Addenda at the time of submission of its Proposal by submitting an executed Proposal Affidavit, included as **Attachment B**. All responses to this RFP shall be prepared with full consideration of the Addenda issued prior to such response.

2.2 ANTICIPATED PROCUREMENT SCHEDULE

2.2.1 PRE-PROPOSAL MEETING

A Pre-Proposal Meeting will be held on **July 18, 2022 at 1:00 p.m. (local time)** at the City of Defiance, 631 Perry Street, Defiance, Ohio Each Proposer will be deemed to have actual knowledge of all information provided or discussed at the pre-proposal submission meeting. Attendance of the pre-proposal meeting may, in the Owner's discretion, be taken into consideration in determining which proposer has provided best value.

2.2.2 SUBMISSION OF PROPOSALS

Proposals must be submitted on or before the submittal deadline identified on the cover page of this RFP, as one PDF with the file name in the following format:– **CITY OF DEFIANCE, OHIO – MAUMEE RIVER CROSSING WATER MAIN DESIGN-BUILD PROJECT PROPOSAL**” Proposals must be uploaded to the following ShareFile site before the submittal deadline: <https://bricker.sharefile.com/r-fbc6d48528474733b2b57433c05d91dc>.

(Enter the ShareFile link, enter your name and email, and then “drag and drop” your file into the ShareFile folder or browse the file on your local computer for uploading.)

The ShareFile system will serve as the official date/time stamp relative to receipt of any Proposal. The Owner shall not be held liable if a Proposer is unable to submit its complete Proposal prior to the deadline due to technical issues or obstructions. Proposals received after the submittal deadline may not be considered.

2.2.3 INTERVIEWS

The Owner may conduct interviews with the Proposers after the submission of the Proposals and the individual team members that will be personally involved with the Project must attend the interviews.

2.2.4 EVALUATION AND SCORING OF PROPOSALS

Proposals will be used as the basis to conduct evaluations. Proposals received in response to the RFP will be evaluated and scored using the evaluation criteria described herein.

2.2.5 NEGOTIATION AND AWARD

After identification of the Proposer determined to be the best value, the Agreement will be prepared for execution by Owner, incorporating applicable portions of the best value Proposal to the extent such portions are consistent with the Agreement included in the RFP. If, for any reason, the highest-ranked Proposer and the Owner are unable to conclude these final negotiations the Owner may suspend negotiations with the highest-ranked Proposer and initiate negotiations with the next highest-ranked Proposer, and so on until the Agreement is awarded or the procurement is terminated. The Owner reserves the right to terminate negotiations at any time and implement a different project delivery method.

2.3 OWNER'S RIGHTS AND OPTIONS

By responding to this RFP, Proposers acknowledge and consent to the following conditions relative to the procurement process and the selection of a Proposer. Without limitation and in addition to other rights reserved by the Owner in this RFP, the Owner reserves and holds, at its sole discretion, the following rights and options:

1. To supplement, amend, or otherwise modify the RFP via Addenda prior to the date of submission of the Proposals. Addenda issued to this RFP may expand, change, or cancel the Work described in this RFP.
2. To receive questions concerning this RFP from Proposers and to provide such questions with responses, to Proposers.
3. To clarify the information provided as part of a Proposal, including but not limited to holding discussions or meetings with Proposers, requesting additional information from Proposers to support the information included in the Proposal, and requesting clarified performance and price proposals.
4. To modify any or all of the dates listed in this RFP.
5. To require additional information from any and all Proposers to supplement or clarify the Proposals submitted.
6. To eliminate any Proposer that submits an incomplete or inadequate Proposal or is not responsive to the requirements of this RFP.
7. To reject any or all Proposals, in whole or in part.
8. To waive any technicalities, immaterial irregularities, or minor informalities in the Proposals.
9. To conduct investigations of any or all of the Proposers and their Proposals as the Owner deems necessary or convenient, including but not limited to discussions or meetings with contact persons for Proposer's prior or ongoing projects or with regulatory agencies.

10. To visit and examine any of the facilities referenced in the Proposal and others owned, designed, or built by the Proposer to observe and inspect such facilities; or to contact the owner or design professional of such facilities.
11. To select the Proposer with the Proposal, in the Owner's judgment, that provides the best value to the Owner.
12. To enter into any contract deemed by the Owner to be in its best interest.
13. To discontinue negotiations with the highest-ranked Proposer and commence negotiations with the next highest-ranked Proposer, and so on until the contract is awarded or the procurement terminated.
14. To cancel this RFP in whole or in part with or without substitution of another RFP if such cancellation is determined to be in the best interest of the Owner.
15. To take any action affecting the RFP process or the Project that would be in the best interests of the Owner.
16. To make public any and all documents associated with the Project, including documents submitted to the Owner by Proposers.

2.4 STIPEND

Owner will compensate the Proposers submitting the second and third ranked proposals with a stipend in the amount of \$5,000 each. Owner accepts no liability for any costs and expenses incurred by the Proposers in responding to this RFP, responding to clarification requests and discussion meetings, preparing resubmittals, potential interviews, subsequent negotiations, and any other activities included as part of this procurement process, beyond the two stipends.

Each Proposer shall prepare the required materials and submittals and attend meetings and interviews at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the Owner for the costs and expenses associated with the process in excess of the two stipends. The Owner, at its sole discretion, may request that a Proposer resubmit its Proposal to correct deficiencies. Any Proposer eligible for a stipend agrees to furnish the customary documentation to become a vendor to Owner, such as but not limited to a 1099 Form.

2.5 WORK FOR HIRE

Regardless of whether the Owner enters into an agreement for the Project, the Proposals submitted pursuant to this RFP, including the data, information, concepts and ideas contained therein, shall be "works made for hire" and the Owner shall have the right to use the Proposals for the purposes of the Owner, in any manner or combination it so elects, without notice to or the consent of the Proposer(s). Such "purposes" do not include the publication, distribution, or sale of such proposals to third parties not employed by or under contract to the Owner, except as required by Ohio public records law or in connection with requests for proposals to perform construction work or design, or consulting services on behalf of the Owner.

Except as otherwise provided in this RFP, the Proposer may establish claim to copyright any data first produced in the preparation of the Proposal. When such claim to a copyright is made, the Proposer shall affix the applicable copyright notice to the data when the data are delivered to the Owner.

2.6 INFORMATION DISCLOSURE TO THIRD PARTIES

All Proposals received from Proposers in response to the procurement documents will become the property of the Owner and will not be returned.

The Proposer acknowledges that the Owner is a public entity subject to Ohio's public records act. If the Proposer claims that any financial information submitted to the Owner is exempt from disclosure under Ohio's public records act, then the Proposer shall conspicuously mark on the record "CONFIDENTIAL" and include in a cover letter or transmittal an explanation, citing legal authority, of the basis of the claim. The Owner reserves the right to reject Proposer's position and produce said documents if it determines disclosure is required by law. In the event of a dispute with any third party requesting such records, Proposer shall undertake the defense of the Owner at the Proposer's own expense and hold harmless and indemnify the Owner for any damages, penalties, fees, or costs that the Owner may incur as a result of such a dispute.

Proposers, by submitting their Proposals, expressly acknowledge and agree that the Owner will not be responsible or liable in any way for any losses that the Proposer may suffer from disclosure of information or materials to third parties, including the disclosure of information or materials in response to a public records request.

2.7 PREVAILING WAGE

Ohio Prevailing Wage requirements apply to the Project. The Selected Proposer and its subcontractors, regardless of tier, shall strictly comply with their obligation to pay their employees working on the Project sites at the applicable prevailing wage rates for the type of work, including any changes thereto, pursuant to Ohio Revised Code Chapter 4115. Prevailing Wage rates are provided in **Attachment F**.

3.0 PROPOSAL REQUIREMENTS

3.1 PROPOSAL FORMAT

All Proposals shall be complete, with all requested information, data, and attachments. Narrative pages shall be 8-½ inches by 11 inches, with a 1-inch margin provided on all sides. A minimum 12-point font size is required for text. A clear and concise presentation of information is encouraged. Proposals shall be in the English language and units of measurement shall be those used in the United States. Proposers shall incorporate graphics (e.g. diagrams and drawings) as necessary to clearly present their Proposals. Proposals shall be limited to **a maximum of 40 pages, inclusive of all items defined as Tabs 1 thru 7 in Section 3.2 below**. Tabs 8 and 9 shall not count against the 40-page limit.

The Proposer shall provide information in accordance with the format requirements set forth herein. Sales brochures and/or boiler-plate, pre-printed brochures are not desired

unless directly related to the Proposal and referenced in the text. Audio-visual materials will not be accepted.

3.2 PROPOSAL CONTENT AND INFORMATION REQUIREMENTS

To facilitate the review of the proposals, each Proposer shall submit its Proposal as one (1) PDF volume, indexed and divided into tabbed sections as follows.

Tab 1 – Project Team

This information must be provided on behalf of both the firm with primary design responsibility and the firm with primary construction responsibility. When providing the following information, if either firm is a national firm with a branch office in Ohio, provide information limited to the firm's Ohio office projects and experience.

- How long has the firm been in business, and how long have key employees and principals been associates with the firm?
- Identify the team (the firm's proposed employees who would be assigned to perform services for the Project) including key consultants, if any.
- Describe the proposed team in more detail – i.e., credentials, technical training, education, and experience of the team, in-house, full-time employees and in-house professional disciplines. Provide bios for Project Executive/Project Manager, Financing Professional, Project Administrator (Project Level), and Construction Technical Staff (Estimating, Budgeting, Scheduling) only. Include designers and consultants to be used for the Project and the firm's experience with each on past projects. Limit staff resumes and bios to a maximum of one (1) page in length.
- If an independent design firm is engaged, provide evidence of the firm's current Certificate of Authorization to perform engineering services as issued by the Ohio State Board of Registration for Professional Engineers and Surveyors. Describe past projects where the construction and design firm have collaborated in the past.

Tab 2 – Capacity to Provide the Required Services

This information must be provided on behalf of both the firm with primary design responsibility and the firm with primary construction responsibility.

- What is the capacity of the firm and members of the team to provide the required services for the Project in terms of workload and availability? Include a list of current projects and the status of each and relevant information (i.e., budget, type of work, stage of completion, committed staff, and consultants).
- Proximity of the firm's primary office where the majority of the Project work will be managed/performed to the Project site – List distance in miles, straight-line method.

Tab 3 – Project-Specific Plan and Approach for Services

Provide your Project-specific plan and approach for design and preconstruction services you will provide to the Owner on this Project which shall include, but not be limited to, engineering design services; cost estimating; value engineering; obtaining permits; budgeting; testing; project phasing; scheduling; post-construction maintenance Work plan/drawings; and experiences you may draw from. Identify any subconsultants or subcontractors for design and preconstruction.

Provide your Project-specific plan and approach for construction services that will minimize impacts upon the City's water distribution system, adjacent properties and the travelling public. Identify any subconsultants or subcontractors for construction. Identify all major equipment to be used and the planned sequence of the work. Include a brief description of your proposed vibration and seismic monitoring activities including but not limited to identification of equipment, monitoring points, what data will be recorded, frequency of data recording and how it will be stored. Each proposer shall also provide a description of their planned methods to abate seismic impacts should monitored data exceed acceptable thresholds for vibrations.

Provide your Project-specific plan and approach for coordination with federal, state, and local agencies, which may include the local and state police and emergency response providers, the Owner's operations staff, local officials, utility owners, adjacent property owners, and other authorities having jurisdiction or other parties who may be affected by or involved in construction activities (identify the person(s) who will have lead responsibility for coordination).

Tab 4 – Past Performance

This information must be provided on behalf of both the firm with primary design responsibility and the firm with primary construction responsibility.

- Provide at least five (5) references for the project team or firm with an emphasis on Ohio public entity projects and previous water main project experience providing:
 - (1) Project name, location, completion year;
 - (2) Project owner, owner contact name, owner contact phone number and email address;
 - (3) Design Professional and Owner's Representative, if any;
 - (4) Brief description of the project and its relevance to this RFP – include project and construction budget, project size, and project delivery model (e.g., general contractor, construction manager at risk, design-build, etc.);
 - (5) Individual team members associated with project and their role on the project;

- (6) Project and construction budget, change order amounts, and actual project cost;
 - (7) Quality of Work performed;
 - (8) Dispute Resolution (addressing subcontractor/subconsultant and supplier issues);
 - (9) Administration of subcontractors/subconsultants and suppliers;
 - (10) The initial scheduled completion date and the actual date services were completed or the current anticipated completion date.
- Prior Performance with the City of Defiance. Has the firm or any of team ever worked on projects for the City of Defiance in the past? Was the relationship successful?

Tab 5 – Other Criteria Consistent with the Scope and Needs for the Project

This information must be provided on behalf of both the firm with primary design responsibility and the firm with primary construction responsibility.

a. Firm’s Average Revenue.

- (1) Firm’s annual revenue associated with similar projects for the past 5 years.
- (2) Firm’s total annual revenue for each of the past 5 years.

b. Insurance Coverage & Claims History.

- (1) Professional Liability coverage of the firm, including claims history for the last 10 years.
- (2) Commercial General Liability coverage of the firm, including claims history for the last 10 years.
- (3) Specific information about any claims asserted by or against the firm within the last 10 years, including the resolution of the claim(s).
- (4) Claims asserted against the firm’s performance or payment bond(s) on other projects within the last 10 years, including the resolution of the claim(s).

c. Value Added Experience and Proposed Alternative Approaches.

Demonstrate the firm/team’s past success in providing value added components through the firm/team’s creative or innovative design, value engineering, construction technique, or other similar methods. For each example, provide a brief one paragraph summary. Include recommendations that enhanced the cost effectiveness and functionality of similar facilities. In addition, Proposers may provide discussion and comment on alternative approaches and/or complementary tasks to complete the Project more economically.

Tab 6 – Proposed Modifications to Design-Build Agreement

If the Proposer would like to propose any deviation from the terms of the Agreement attached to this RFP, the Proposer must submit its proposed modification language with specificity (identifying paragraph numbers and language changes) on a separate page titled "Proposed Modifications to the Agreement." The Owner will take proposed modifications into account when making its best value selection. Acceptance of any modifications to the Agreement will be at the Owner's sole discretion.

Tab 7 – Design-Build Schedule

The Proposer shall provide a schedule with the understanding that timely completion is critical for the Project. Proposer's schedule shall include the Milestone Dates provide in Section 1.1 above and shall be consistent with the "Baseline Number of Days to Complete All Work" identified in the submitted Proposal Form:

- 90% Design Completion for review. Assume 5 working days for City review and comment at each design development stage.
- Submittal of each permit application to each authority having jurisdiction, if applicable.
- 100% Design Completion for review. Assume five (5) working days for City review and comment.
- Duration of Construction

Each Proposer must clearly identify the number of days for completing the design and construction of the Project ("Contract Time").

Tab 8 – Proposal Affidavit and Related Documents

This Section shall include the completed Proposal Affidavit. The Proposal Affidavit (See **Attachment B**, appended to this RFP) and all attachments thereto must be signed by a representative of the Proposer who is empowered to sign it and to commit the Proposer to the obligations contained in the Proposal.

- A completed Certificate of Authorization, which is included as Attachment 1 to the Proposal Affidavit, must also be submitted in this Section. If the Proposer is a partnership, the Proposal shall be signed by one or more of the general partners. If the Proposer is a corporation, an authorized officer shall sign his or her name and indicate his or her title beneath the full corporate name. Anyone signing the Proposal as an agent must file with it legal evidence of his or her authority to execute such Proposal.
- A complete list of Key Personnel indicating name of individual and their role shall be provided in Attachment 2 to the Proposal Affidavit and be submitted in this Section. In submitting the identity of any such individuals, the Proposer commits to the Owner that such individuals will remain on the Project until the Date of Final Completion, unless otherwise agreed to in writing by the Owner.

- In Attachment 3 to the Proposal Affidavit, Proposers shall include a copy of any Ohio licenses and certificates of registration held by the Proposer and the individuals named in Attachment 2 which are related to the Work to be performed on the Project. Provide proof of current registration for all professional engineer(s) and/or architect(s).
- Proposers shall submit a properly completed Delinquent Personal Property Tax Affidavit in the form included in Attachment 4 to the Proposal Affidavit.

Tab 9 – Pricing Proposals

Each Proposal shall provide the lump sum price and a preliminary schedule of values for completing all design and all construction Work for the Project pursuant to the Design-Build Agreement. **Proposers must submit pricing using Attachment A – Lump Sum Design Build Fee Proposal Form.**

4.0 EVALUATION AND RANKING OF PROPOSALS

The Owner will evaluate and score each Proposal using the criteria outlined below.

- Responsiveness to this RFP
- Project Team
- Capacity to provide the required services
- Project-specific plan for services
- Competence based upon references and past performance
- Past performance based upon references and previous water main project experience
- Prior performance with the Owner
- Other criteria consistent with the scope and needs for the project including:
 - Firm’s average revenue
 - Insurance coverage & claims history
 - Value added experience
 - Proposed modifications to the Design-Build Agreement
 - Proposed Design-Build Schedule
 - Pricing Proposals
- The Proposer’s interest in the Project as evidenced by its attendance at any pre-proposal meetings or conferences for proposers

The Owner will evaluate the Proposals in accordance with criteria set forth in this RFP. In performing the evaluation, the Owner may request the assistance of independent advisors. The Owner will rank the Proposers on the final evaluation of each firm’s Proposal to determine the best value in the Owner’s sole discretion. In the event of a tie, the Owner, in its sole discretion, may designate the highest-ranked Proposer.

If the City is unable to successfully conclude negotiations with the proposer deemed to provide the best value, the City may elect to negotiate with the next ranked proposer, and so on. The City reserves the right, in its sole discretion, to reject all Proposals and to cancel the RFP process in its entirety.

RFP Attachments

- A. Lump Sum Design-Build Price Proposal Form & “Potential Materials and Equipment Cost Escalation List” (to be submitted with Proposal);
- B. Proposal Affidavit with attachments (to be submitted with Proposal)
- C. Design-Build Agreement
- D. Bond Forms
- E. Historic ODNR Boring Logs from Near Project Site
- F. Ohio Prevailing Wage Rates at time of RFP
- G. Historic Boring Logs and Information from Near Project Site and Project-Specific Geotechnical Report.
- H. Detailed Project Site Map and Preliminary Design, including AutoCAD files
- I. Listing of City-provided materials
- J. As-Built Drawings for Ex. 16-in. Water Main

ATTACHMENT A

CITY OF DEFIANCE

16" MAUMEE RIVER CROSSING WATER MAIN REPLACEMENT DESIGN-BUILD PROJECT

Design-Build Price Proposal Form

A. Materials Information

ITEM	DESCRIPTION
Pipe Material (Identify AWWA specification and pressure rating for all pipe, fittings, and joints.)	
Pipe Nominal Inside Diameter (16.4" min.)	
Pipe Wall Rating (Class or DR)	

B. Pricing

ITEM	PRICE
A. BASE LUMP SUM PRICE	
B. RAW COSTS ESCALATION ALLOWANCE	\$125,000.00
C. RAW COSTS ESCALATION ALLOWANCE DECREASE (See Section 1.2)	(_____)
NET LUMP SUM PRICE (A + B – absolute value of C) = CONTRACT SUM	

Be sure to include all items identified in Section 3.2 of the RFP plus the proposal guaranty.

Proposer's Name: _____

Authorized Signature: _____

Address: _____

Printed Name: _____

Title: _____

(BLANK PAGE INSERTED INTENTIONALLY FOR EASE OF PRINTING)

ATTACHMENT B
PROPOSAL AFFIDAVIT

_____ (the "Proposer") hereby submits its Proposal in response to the Request for Proposals ("RFP") for the Project issued by the Owner on July 5, 2022, as amended.

As a duly authorized representative of the Proposer, I hereby certify, represent, and warrant as follows in connection with the Proposal:

1. The Proposer acknowledges receipt of the RFP and the following Addenda:

<u>No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

2. The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the Proposer. Attachment 1 to this Proposal Affidavit is a Certificate of Authorization which evidences my authority to submit the Proposal and bind the Proposer.
3. All Project Team Members identified to date are identified in Attachment 2 to this Proposal Affidavit.
4. Copies of appropriate Ohio licenses and certificates or registrations are included as Attachment 3 to this Proposal Affidavit.
5. A completed Personal Property Tax Affidavit is included in Attachment 4 to this Proposal Affidavit.
6. The Proposer has reviewed and understands the requirements of the RFP and all Addenda thereto and, if determined to be the Selected Proposer and the Owner determines to award the contract to the Proposer, agrees to execute the Agreement.
7. The Insurance required by the Contract Documents will be provided or brokered by _____. **Attach a sample insurance certificate to this Proposal Affidavit.**
8. All information and statements contained in the Proposal are current, correct, and complete, and are made with full knowledge that the Owner will rely on such information and statements in selecting the Selected Proposer and determining whether to award the Agreement.
9. The Proposal has been prepared and is submitted without collusion, fraud, or any other action taken in restraint of free and open competition for the services contemplated by the Project.
10. Neither the Proposer nor any Project Team Member is currently suspended or debarred from doing business with any governmental entity.

11. The Proposer has reviewed all of the engagements and pending engagements of the Proposer and no potential exists for any conflict of interest or unfair advantage.
12. No person or selling agency has been employed or retained to solicit the award of the Agreement under an arrangement for a commission, percentage, brokerage, or contingency fee or on any other success fee basis, except bona fide employees of the Proposer.
13. Proposer accepts all of the terms and conditions of the RFP. This Proposal will remain subject to acceptance for the time period set forth in the RFP. If awarded the contract, Proposer will sign the Agreement and will furnish the required security, and other required documents, within the time periods set forth by the Owner.
14. The Proposer has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance for the Work.
15. The Proposer is familiar with and is satisfied as to all Laws or Regulations that may affect cost, progress, and performance of the Work.
16. Proposer does not consider that any further examinations, investigations, explorations, studies, or data are necessary for the determination of this Proposal for the performance of the Work at the price(s) and within the times and in accordance with the other terms and conditions in the Agreement.
17. The Proposer has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents, to be employed by Proposer, and safety precautions and programs incident thereto.
18. Proposer has correlated the information known to Proposer, information and observations obtained from visits to the Site, reports and drawings identified in the RFP and Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data provided by the Owner.
19. Proposer has given the Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Contract Documents, and the written resolution thereof by the Owner is acceptable to Proposer.
20. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.
21. The Proposer has carefully examined all documents constituting the RFP and the Addenda thereto, if any, and, being familiar with the Work and the conditions affecting the Work contemplated by the RFP and such Addenda, if any, offers to furnish all plant, labor, materials, supplies, equipment, facilities, and services which are necessary, proper, or incidental to carry out such Work as required by and in strict conformance with the RFP and the Proposal, for all the prices set forth in the Design-Build Price Proposal Forms.

22. The principal Proposer contact person who will serve as the interface between the Owner and the Proposer for all communications is:

Name: _____
Title: _____
Address: _____

Phone _____
Fax: _____
Email: _____

23. The key technical representative available to provide timely response to written inquiries submitted, and to attend meetings requested by the Owner is:

Technical Representative:
Name: _____
Title: _____
Address: _____

Phone _____
Fax: _____
Email: _____

24. The key legal representative available to provide timely response to written inquiries submitted, and to attend meetings requested by the Owner is:

Legal Representative:
Name: _____
Title: _____
Address: _____

Phone _____
Fax: _____
Email: _____

Name of Proposer

Name of Designated Signatory

Signature

Title

(Notary Public)

State of _____
County of _____

On this _____ day of _____, 2022, before me appeared _____ personally known to me to be the person described in and who executed this Proposal Affidavit for the 16" Maumee River Crossing Water Main Design-Build Project and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

In witness thereof, I have hereunto set my hand and affixed by official seal the day and year last written above.

(seal)

Notary Public in and for the State of ____

(Name printed)

Residing at _____

My commission expires _____

PROPOSAL AFFIDAVIT ATTACHMENT 1

CERTIFICATE OF AUTHORIZATION*

I, _____, a resident of _____ in the State of _____ DO HEREBY CERTIFY that I am the Clerk/Secretary of _____ a corporation duly organized and existing under and by virtue of the laws of _____; that I have custody of the records of the corporation; and that as of the date of this certification, _____ holds the title of _____ of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to the Request for Proposals for the 16" Maumee River Crossing Water Main Design-Build Project, issued by the Council of the City of Defiance, Ohio on _____, 2022, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this ___ day of _____ 2022.

(Affix Seal Here)

Clerk/Secretary

** **Note:** Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the Proposal. Proposers shall make appropriate conforming modifications to this Certificate in the event that the signatory's address is outside of the United States.*

PROPOSAL AFFIDAVIT ATTACHMENT 3

LICENSES AND CERTIFICATES

Provide copies of the appropriate Ohio licenses and certificates.

PROPOSAL AFFIDAVIT ATTACHMENT 4

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

State of _____,
County of _____, ss:

_____, being first duly sworn, deposes and says that he/she
(Name)

is the _____ of _____ ("Contractor"), with
(Title) (Contractor)

offices located at _____
(Address of Contractor)

and as the Contractor's duly authorized representative, states that effective this

_____ day of _____, 2022, the Contractor:

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

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

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

(Affiant)

Sworn to and subscribed this _____ day of _____, 20____. The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

(Notary Public)

My commission expires
_____, 20____

ATTACHMENT C

Form of Design-Build Agreement

**16" MAUMEE RIVER CROSSING WATER MAIN REPLACEMENT DESIGN-BUILD PROJECT
DESIGN-BUILD AGREEMENT**

Owner:

**City of Defiance, Ohio
631 Perry Street
Defiance, Ohio, 43512**

Design-Builder:

**Project: 16" Maumee River Crossing Water Main
Replacement Design-Build Project**

Contact: _____
Phone: _____
Email: _____

**Location: Commencing approximately 300 feet
north of the intersection of Carpenter Road and
East River Drive to a point on the southerly bank
of the river and roughly 350 feet east of Biede
Avenue**

The Owner and Design-Builder agree as follows:

Introduction:

Owner, a political subdivision of the State of Ohio, and Design-Builder have entered into this Design-Build Agreement ("Agreement") as of the date signed by Owner ("Effective Date").

The Owner provided the Design-Builder with the Request for Proposals dated July 5, 2022 ("RFP") and Design-Builder was selected by Owner following the process outlined in Section 151.06 of the Codified Ordinances of the City of Defiance. Design-Builder warrants that a competent person has diligently reviewed each part of the information provided and represents and agrees, based upon its diligent review of the information provided, that it is not aware of any conflicts, inconsistencies, errors, or omissions of which it has not notified the Owner. The Design-Builder will design and provide all of the Work necessary to complete the Project.

The Project description is set forth in the RFP.

1. WORK.

1.1. Design-Builder will furnish all design services, labor, other services, materials, plant, equipment, tools, scaffolds, appliances, and all other things (collectively called the "Work") necessary for the timely and proper completion of the Project. Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor necessary to complete the Work described in and reasonably inferable from the Contract Documents. All Design Professional services needed for the Project shall be provided by the Design-Builder. In doing so, the Design-Builder shall use its best efforts, best skills, and best judgment in providing architectural, engineering, and/or design services for the Project in accordance with the professional standards and quality expected of design professionals licensed to practice in Ohio with experience with projects similar in design and function to that of the Project. In performing services hereunder, the Design-Builder shall determine the requirements of the applicable law, rules, and regulations of jurisdictions having authority, including, but not limited to, building codes, so that the plans and specifications relating to any Work and the resulting Project will comply with all such requirements. Any references in the Contract Documents to "Architect," "Engineer," or "Design Professional" are deemed to refer to the Design-Builder. Design-Builder's required services shall include determining which permits are required, developing all permit application materials, conducting any required surveys/models, and obtaining and paying for all necessary permits before construction begins, from all regulatory agencies having jurisdiction over the Project including but not limited to the U.S. Army Corps of Engineers, Ohio Department of Natural Resources, and/or Ohio EPA. Owner will be

the named permittee and provide the requisite signatures however for those permits which allow for a co-permittee, the Design-Builder will be co-permittee. All permit fees will be paid by Design-Builder and will be included in Design-Builder's Lump Sum Price Proposal.

1.2. Design and Preconstruction Services

1.2.1. The Design-Builder shall, at appropriate times, contact the governmental authorities having jurisdiction over the Project or required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Design-Builder shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. The Design-Builder shall advise the Owner in writing of the results of these contacts and any impacts on Project requirements. The Design-Builder shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.2.2. To the extent needed to provide its Basic Services and to the extent existing conditions are reasonably visible and accessible, the Design-Builder shall provide services to investigate existing conditions or facilities, geotechnical engineering services, as part of its scope of work.

1.2.3. The Design-Builder shall review the program and other information furnished by the Owner, consult with the Owner to develop the program for the Project, and shall review laws, codes, and regulations applicable to the Design-Builder's services.

1.2.4. Subsurface and Physical Conditions. The RFP identified:

1.2.4.1. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site including but not limited to Historic ODNR Well Logs, Historic and Project-Specific Geotechnical Data, Project Site Map as defined in the RFP;

1.2.4.2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities owned or controlled by others); and

1.2.4.3. Technical data contained in such reports and drawings.

1.2.4.4. It is possible that there may be other reports, and/or tests of subsurface conditions at or contiguous to the Site not prepared by or on behalf of Owner. The Owner makes no representation about such reports and/or tests, assuming they exist.

1.2.5. Reliance by Design-Builder on Technical Data: Design-Builder shall not be entitled to rely upon or make any claim against Owner with respect to either the accuracy or completeness of the Historic ODNR Well Logs, or any other attachment to the RFP other than the Project-Specific Geotechnical Report and Detailed Project Site Map, which are to be used 100% at a Design-Builder's risk, and which are provided for informational purposes only. The Design-Builder may rely upon the accuracy of the technical data contained in the Geotech Data and Project Site Map attached to the RFP. Except for such reliance on technical data, Design-Builder may not rely upon or make any claim against Owner or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

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

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

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

1.2.6. Design Documents. Based upon the Owner's Project Requirements in the RFP and the design requirements of governmental authorities having jurisdiction over the Project, the Design-Builder shall prepare final design documents for Owner's approval (approximately 90% complete Construction Documents) and Final Construction Documents based upon the previously reviewed design documents, for the Owner's acceptance (at 100% complete).

1.2.7. Preconstruction Services. Design-Builder shall be responsible for performing the following duties including, but not limited to constructability reviews, scheduling, and preconstruction planning throughout its Design Documents services, at the intervals set forth herein and otherwise agreed to by the Owner.

1.2.8. Standard of Care. The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design professional for similar projects taking into account any unique requirements of the Owner and the location of the Project ("Standard of Care").

1.2.9. Designer of Record. Design-Builder shall, consistent with applicable state licensing laws and the Standard of Care set forth herein, provide design services, including architectural, engineering, and other professional services, required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources in accordance with Ohio law. Except as provided herein, nothing in this Agreement shall be construed to create any legal or contractual relationship of any kind between Owner and any design professional procured or otherwise engaged by the Design-Builder. The Design-Builder shall be responsible for the acts and omissions of the design professionals procured or otherwise engaged by the Design-Builder under this Agreement. Any agreement or contract awarded for the Project to any subcontractor, sub-subcontractor, design consultants, or design sub-consultant or material supplier shall name the Owner as an intended third party beneficiary, and shall entitle the Owner to enforce any rights thereunder for its benefit. The Design-Builder shall incorporate the obligations of this Agreement into its respective agreements and subcontracts.

1.2.10. Ownership of the Work. All drawings, specifications and other documents and electronic data furnished by Design-Builder to Owner under this Agreement ("Instruments of Service") are deemed to be Instruments of Service and the Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth below.

1.2.10.1. Upon execution of this Agreement, the Design-Builder grants to the Owner a nonexclusive license to use the Design-Builder's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including payment of all sums when due, under this Agreement. The Design-Builder shall obtain similar nonexclusive licenses from the Design-Builder's Design Consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the subcontractors, sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants to reproduce, including electronically, applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. This license shall survive any termination of this Agreement and any dispute relating to such termination.

1.3. In providing services under this Agreement, the Design-Builder shall, in accordance with the Standard of Care, comply with all applicable federal, state, and local laws, regulations, and orders in effect at the time of submission of the Contract Documents to the governing building authority.

1.4. Design-Builder must at all times furnish sufficient licensed, skilled workers, materials, and equipment to perform the Work in strict conformance with the Contract Documents and to the entire satisfaction of Owner, so as to complete the Project by the Date for Substantial Completion. All materials and equipment provided must be new, free from all defects, fit for the purpose for which intended, and merchantable.

1.5. Design-Builder will assign a competent Project Supervisor. At the Owner's request, Design-Builder will replace the Project Supervisor, provided that the request is reasonable. Owner will not be responsible for the acts or omissions of the Project Supervisor or his assistants.

1.6. Design-Builder shall be responsible for cutting, fitting, or patching required to complete the Work or it make its parts fit together properly.

1.7. By providing Design-Builder with Owner's conceptual design and other Project requirements and documents, the Owner does not assume any responsibility for the design of the Project. Design-Builder acknowledges and agrees that it is responsible for preparing all aspects of the design necessary for the completion of the Project, including the verification of any representations made in the conceptual design or any assumption made by the Design-Builder based upon the Project requirements and documents provided by Owner.

2. CONTRACT DOCUMENTS.

2.1. The Contract Documents consist exclusively of the following documents incorporated by reference:

- A. Public Notice;
- B. Owner's Request for Proposals (RFP) dated July 5, 2022 including attachments thereto;
- C. This Design-Builder Agreement, including all exhibits attached hereto;
- D. Drawings and Specifications (Construction Documents) prepared by Design-Builder and approved by Owner;
- E. Executed Contract Bond;
- F. Addenda issued;
- G. Executed Personal Property Tax Affidavit (O.R.C. 5719.042);
- H. Modifications issued after the execution of the contract, including:
 - i. A written amendment to the Agreement signed by both parties;
 - ii. A Change Order; or
 - iii. A Construction Change Directive

2.2. Prevailing Wage Rates. Each laborer, worker, or mechanic employed by the Design-Builder, Subcontractor, or other persons performing Work on the Project shall be paid not less than the applicable prevailing wage rates pursuant to Ohio Revised Code Chapter 4115 and shall provide all related documentation required by the Contract Documents or requested by the Owner. The Design-Builder shall adjust and shall require its Subcontractors and Sub-Subcontractors, regardless of tier, to adjust the wage rates to conform to the current rates if the applicable wage rates change prior to completion of the Work, without increase in the Contract Sum.

2.3. Design-Builder will use the State of Ohio Subcontract Form for all subcontracted Work.

2.4. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Days shall mean calendar days unless noted otherwise.

3. OWNER REPRESENTATIVE.

3.1. Ms. Melinda Sprow, PE, City Engineer, at msprow@cityofdefiance.com, is the Owner's Representative. Except as specifically stated to the contrary elsewhere in this Agreement, Design-Builder will direct all communications to Owner through the Owner's Representative.

3.2. Design-Builder will coordinate the Work with the Owner and Owner's separate contractors, consultants, or other agents. Design-Builder will provide access to the Work at all times.

4. TIME FOR COMPLETION AND PROJECT COORDINATION.

4.1. **Contract Time.** The Design and Preconstruction Work will be completed by **February 28, 2023 (the "Date for Substantial Completion")**, with all associated Work being completed on or before **June 30, 2023 (the "Date for Final Completion")**.

4.1.1. **Substantial Completion.** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Notwithstanding anything in the Contract

Documents to the contrary, this shall include, but is not limited to, start up and successful testing of all systems and equipment.

4.1.2. Following Substantial Completion of the Work or a designated portion thereof, as certified by the Design Professional and confirmed by the Owner, and Owner's receipt of consent of the Design-Builder's surety, if any, the Owner shall make a payment of retainage applying to such Work. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The Owner is entitled to withhold 200% of the value of such incomplete or nonconforming Work.

4.1.3. Date for Final Completion. Final Completion shall mean that the Work is complete in all respects in accordance with the Contract Documents and the Design-Builder has submitted to the Owner all required documents. The Date for Construction Final Completion, which means Final Completion of all Work except post-construction maintenance Work as set forth in the Introduction paragraph herein shall be no later than **June 30, 2023**.

4.2. Time is of the Essence. THE DATES IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT. DESIGN-BUILDER WILL PROSECUTE ITS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, INCLUDING ANY AMENDMENTS THERETO.

4.3. Design-Builder's Construction and Submittal Schedules

4.3.1. The Design-Builder shall prepare for Owner's review and approval the construction schedule ("Construction Schedule") and a corresponding detailed Schedule of Values within seven (7) calendar days after the Effective Date. The schedule of values must be broken out into labor and materials for each line item. The Design-Builder shall prepare the Construction Schedule in Critical Path Method ("CPM") format unless provided otherwise in the Contract Documents or otherwise in writing by the Owner. Each major category of Work shall be shown separately in the Construction Schedule with all the significant activities involved, showing durations of time, manpower requirements, and restraints. The Construction Schedule is for the purpose of coordinating the timing, phasing, and sequence of the Work of the Design-Builder and shall not change or modify the Date for Substantial Completion. The Date for Substantial Completion shall only be changed or modified by Change Order, other Modification, or a Claim that is Finally Resolved, regardless of the dates in the Construction Schedule.

4.3.1.1. The Design-Builder shall update the Construction Schedule each month;

4.3.1.2. The Construction Schedule shall be manpower loaded;

4.3.1.3. The Design-Builder shall, on a weekly basis, prepare and submit to the Owner a written report describing the activities begun or finished during the preceding week, Work in progress, expected completion of the Work, a look-ahead projection of all activities to be started or finished in the upcoming two (2) weeks, including without limitation the Design-Builder's workforce crew size and total resource hours associated with such Work and any other information requested;

4.3.1.4. The float in the Construction Schedule and any updates to it shall belong to the Owner. Float shall mean the amount of time by which activities may be delayed without affecting the Date for Substantial Completion; and

4.3.1.5. The Design-Builder's obligation to submit requested scheduling information is a material term of its Contract. If the Design-Builder fails to submit requested scheduling information in writing within five (5) days of a request for such information from the Owner, the Design-Builder shall pay and the Owner may withhold from the Design-Builder Liquidated Damages at the rate of Fifty Dollars (\$50.00) a day for each calendar day thereafter that the Design-Builder fails to submit the requested information.

4.3.2. The Design-Builder shall perform the Work in accordance with the most recent Construction Schedule submitted to the Owner, provided that the Design-Builder shall comply with any orders under Section 4.3.3. However, preparation of such schedule shall not constitute a waiver of the Owner's rights under the Contract to have the Work completed by the Date for Substantial Completion.

4.3.3. If the Owner determines that the performance of the Work has not progressed so that it is likely that the Design-Builder will not achieve Substantial Completion of its Work by the Date for Substantial Completion,

the Owner shall have the right to order the Design-Builder to take corrective measures necessary to expedite the Work, including, without limitation: (i) working additional shifts or overtime; (ii) supplying additional manpower, equipment, and facilities, and (iii) other similar measures (“Corrective Measures”). If the Owner orders the Design-Builder to take such corrective measures, the Design-Builder shall take and continue such Corrective Measures until the Owner is satisfied that the Design-Builder is likely to achieve Substantial Completion of its Work by the Date for Substantial Completion. The Design-Builder shall not be entitled to adjustment in the Contract Sum in connection with the Corrective Measures required by the Owner pursuant to this Section 4.3.3, unless the Design-Builder is able to establish that it is entitled to additional compensation under the terms of the Contract Documents.

4.3.4. Weather Delays. When the Contractor is prevented from completing any part of the Work on the critical path within the Contract Time due to weather conditions, if a Claim is made as provided for in these Modified General Conditions, the Contract Time will be extended by one (1) day for each work day lost due to weather that delays Work on the critical path in excess of those in the following table:

<u>Month</u>	<u>Number of Workdays Lost Due To Weather</u>
<u>January</u>	<u>8</u>
<u>February</u>	<u>8</u>
<u>March</u>	<u>7</u>
<u>April</u>	<u>6</u>
<u>May</u>	<u>5</u>
<u>June</u>	<u>4</u>
<u>July</u>	<u>4</u>
<u>August</u>	<u>4</u>
<u>September</u>	<u>5</u>
<u>October</u>	<u>6</u>
<u>November</u>	<u>6</u>
<u>December</u>	<u>6</u>

4.3.5. A work day will be lost due to weather only when weather conditions reduce production by more than 50 percent on Work on the critical path. Production shall be measured by hours worked. The Contractor shall have the burden of establishing that weather conditions reduced the production by more than 50 percent on Work on the critical path.

4.4. Delays and Accelerations.

4.4.1. Notice of Delays. Design-Builder will give Owner written notice of any delay affecting its Work in the form and with the information specified in the Contract Documents within forty-eight (48) hours of the commencement of the delay; provided that the 48-hour notice will be extended to ten (10) days for unusually severe weather conditions not reasonably anticipatable. The failure to give the required notice constitutes an irrevocable waiver of Design-Builder’s right to seek an extension of time and/or additional compensation/damages for the delay. Owner, in its sole and reasonable discretion, shall determine whether a delay entitles Design-Builder to time extension. Any time extension will only be granted pursuant to the procedures for Change Orders set forth in this Agreement.

4.4.2. Acceleration of the Work. Owner may require Design-Builder to accelerate its Work by adding workers or working additional shifts, extended shifts or overtime, so that the Work is in final form before the Date for Substantial Completion. If Owner requires Design-Builder to accelerate its Work, Design-Builder will within five (5) days take the required action, and Owner thereafter will issue a Change Order increasing the Contract Sum to pay for Design-Builder’s additional costs of accelerating its Work so that the Work is in final form before the Date for Substantial Completion. If there is a dispute as to whether Design-Builder is entitled to a Change Order for accelerating its Work, Design-Builder must proceed to accelerate its Work without waiting for a Change Order or payment of any additional compensation, but may reserve its right to make a claim against Owner for its additional costs incurred in accelerating its Work. Design-Builder’s additional costs for accelerating its Work will be determined in accordance with Section 4.4.3.

5. CORRECTIVE ACTION.

5.1. If Owner determines that Design-Builder is in default by not cooperating or coordinating its Work properly with its subcontractors, 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 Design-Builder is not on schedule, or is not otherwise performing its obligations under the Contract Documents, including but not limited to warranty work, DESIGN-BUILDER MUST WITHIN TWO (2) BUSINESS DAYS AFTER NOTICE OF SUCH DETERMINATION, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY OWNER, (2) PROCEED TO CORRECT SUCH DEFICIENCIES WITHIN FIFTEEN (15) DAYS OF SUCH NOTICE OR, (3) IF OWNER INSTRUCTS DESIGN-BUILDER TO TAKE URGENT CORRECTIVE ACTION TO PROTECT PERSONS OR PROPERTY, IMMEDIATELY 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 corrective action shall be taken and continued without interruption and without waiting to initiate any dispute under this Agreement or the resolution of any dispute initiated under this Agreement. Failure to comply with this provision shall be an additional default.

6. COMPENSATION.

6.1. Contract Sum. The Contract Sum will be paid by Owner to Design-Builder, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations and responsibilities of Design-Builder under this Agreement and the other Contract Documents is \$_____. The Contract Sum includes the following:

6.1.1. Base Lump Sum: \$_____

6.1.2. Raw Costs Escalation Allowance: \$_____

6.2. 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 Design-Builder on account of the Work or the materials incorporated into the Work. Design-Builder is responsible to pay any such taxes.

6.3. The Contract Sum includes fees and costs for any required building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time this Agreement is executed. Design-Builder is responsible to secure any such permits, fees, licenses, and inspections.

6.4. Liquidated Damages.

6.4.1. Design-Builder must achieve Substantial Completion and Final Completion by the dates stated in Section 4.1. By entering into this Agreement, Design-Builder agrees that the period for performing the Work is reasonable and that Design-Builder can achieve Substantial Completion by the date stated in this Agreement.

6.4.2. If Design-Builder does not achieve Substantial Completion of the Work on the Project by the Date for Substantial Completion stated in Section 4.1, as may be modified in accordance with the Contract Documents, Design-Builder shall pay the Owner (and the Owner may set off from sums coming due Design-Builder) liquidated damages in the per diem amount of **\$2,000** for each calendar day beyond the date for Substantial Completion that the Design-Builder fails to achieve Substantial Completion.

6.4.3. If Design-Builder does not achieve Final Completion of the Work on the Project by the Date for Final Completion stated in Section 4.1, as may be modified in accordance with the Contract Documents, Design-Builder shall pay the Owner (and the Owner may set off from sums coming due Design-Builder) liquidated damages in the per diem amount of **\$400** for each calendar day beyond the date for Final Completion that the Design-Builder fails to achieve Final Completion.

6.4.4. Design-Builder acknowledges by signing this Agreement with Owner that the amount of liquidated damages represent a reasonable estimate of the actual damages Owner would incur if the Work is not substantially complete by the foregoing date and that the damages that may result from the failure to

substantially complete the work by the foregoing date are uncertain and difficult to ascertain. No waiver of consequential damages shall preclude the Owner from recovering liquidated damages.

6.4.5. Nothing in this Section 6.4 shall preclude the Owner from recovering its actual damages from the Design-Builder for third-party claims against the Owner or damages not associated with delay.

7. PAYMENT AND RETAINAGE.

7.1. Payment.

7.1.1. Applications for Payment. Payment applications shall be submitted on a monthly basis, in a form acceptable to the Owner, and shall reflect the amount of Work completed as of the date the application for payment is submitted consistent with the schedule of values. Payment applications must be received by the Owner not later than the 25th day of the month; payment applications received after the 25th day of the month will be deemed to be received in the following month and will be held for payment during the following payment period. With each application for payment the Design-Builder shall submit one copy of the following documentation:

- (a) Invoice for Work performed and materials and equipment provided for the previous pay period;
- (b) If required for the Project, the Certified Payroll Report for payment of prevailing wages;
- (c) Lien waivers from itself and all subcontractors, suppliers, and any other party that performed Work or supplied materials for the Project in a form acceptable to the Owner for the Work performed during the current billing period; and
- (d) Such other supplemental information as the Owner may require. Such other information may include a schedule of all materials and equipment stored on site.

7.1.2. Owner may withhold payment in whole or in part, and may demand that Design-Builder refund amounts previously paid, to protect Owner from loss because of:

- (a) Design-Builder's default or failure to perform 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 Contract Time or Construction Schedule; and failure to follow the directions of or instructions from Owner;
- (b) Design-Builder's default or failure to perform any of its obligations under another contract that it has with Owner;
- (c) The filing of third party claims, or reasonable evidence that third party claims have been or will be filed;
- (d) The Work has not proceeded to the extent set forth in the application for payment;
- (e) Any representations made by Design-Builder are untrue;
- (f) The failure of Design-Builder to make payments to its Subcontractors;
- (g) Damage to Owner's property or the property of another person or laborer;
- (h) The determination that there is a substantial possibility that the Work cannot be completed for the unpaid balance of the Contract Sum; and/or
- (i) Liens filed or reasonable evidence indicating the probable filing of such liens.

7.1.3. Owner will pay Design-Builder within thirty (30) days after receipt of the Design-Builder's payment application, provided that the payment application has been properly submitted on a timely basis and is accompanied by all of the required documentation. Amounts due and unpaid after thirty (30) days after Owner's

receipt of the payment application shall bear interest at the rate of zero percent (0%). Design-Builder shall give Owner written notice 7 days before interest shall begin to accrue.

7.2. Retainage. Pursuant to Section 151.06(b)(9) of the Codified Ordinances of the City of Defiance, payment to the Design-Builder for construction work only will be subject to 5% retainage, which will not be escrowed or bear interest.

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

7.3. Final Payment.

7.3.1. The final application for payment shall be itemized and submitted after completion of the Work specified for the Project. Design-Builder shall ensure that the final application for payment shall contain one (1) copy of each of the following documents, if not previously delivered to Owner.

- (a) All items required in Section 7.1.1;
- (b) Design-Builder's Certificate of Insurance;
- (c) Design-Builder's Workers' Compensation Certificate;
- (d) Consent of Design-Builder's Surety to Payment;
- (e) An assignment to Owner of all warranties obtained or obtainable by Design-Builder from manufacturers and suppliers of equipment and materials incorporated into the Work by written instrument of assignment in a form acceptable to Owner; and
- (f) Such other documentation as required by the Contract Documents, Owner, or applicable law, including but not limited to, the final certified payroll report and required Affidavit of Compliance if Prevailing Wages are required for the Project.

7.3.2. The making of Final Payment by Owner does not constitute a waiver of Claims by Owner for the following:

- (a) Liens, Claims, security interests, or encumbrances arising out of the Contract Documents that are unsettled;
- (b) Failure of the Work to comply with the requirements of the Contract Documents;
- (c) Terms of warranties required by the Contract Documents;
- (d) Claims for Indemnification;
- (e) Claims about which Owner has given Design-Builder notice; or
- (f) Claims arising after Final Payment.

8. CHANGES IN THE WORK.

8.1. Change Orders.

8.1.1. A Change Order is a written instrument signed by Owner and Design-Builder stating their agreement upon a change in the Work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the Contract Time, if any.

8.1.2. All Change Orders shall be submitted with any supporting documentation requested by the Owner in advance of the performance of the Work that is the subject of the Change Order and must be approved by the Owner in writing in advance of the performance of the Work that is the subject of the Change Order.

8.1.3. The agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but limited to all direct, indirect, and cumulative costs that include reasonable overhead and profit associated with such change and any and all adjustments to the Contract Sum and in the Contract Time. Total cumulative overhead and profit for Design-Builder and all Subcontractors on any add or deduct Change Order shall not exceed 15% of the total cost of labor and material. The Design-Builder shall not proceed with any change in the Work without a signed Change Order. The Design-Builder's failure to timely seek and obtain such authorization as specified herein, shall constitute an irrevocable waiver by the Design-Builder of an adjustment to the Contract Sum or the Contract Time for the related work.

8.2. Construction Change Directives.

8.2.1. A Construction Change Directive is a written order prepared and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

8.2.2. A Construction Change Directive shall be used in the absence of total agreement of a Change Order.

8.2.3. Upon receipt of a Construction Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

8.2.4. When the Owner and Design-Builder agree with adjustments in the Contract Sum and Contract Time, such agreement shall be effective immediately, and the Owner will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

8.2.5. If the Design-Builder disagrees with the adjustment in the Contract Time or the Contract Sum, the Design-Builder may make a Claim in accordance with applicable provisions of Article 9.

9. CLAIMS AND DISPUTES.

9.1. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment, or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents, provided that Owner's decision to adjust or withhold payment under Section 7.1.2 will not be considered a Claim. The responsibility to substantiate claims shall rest with the party making the Claim. Design-Builder will not knowingly (as "knowingly" is defined in the federal False Claims Act, 31 U.S.C. Section 3729, *et seq.*) present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a claim, Design-Builder must submit an affidavit sworn to before a notary public or other person authorized to administer oaths in the State of Ohio and executed by an authorized representative of Design-Builder, which states that:

The Claim submitted herewith complies with Section 9.1 of the Design-Builder Agreement, which provides that "Design-Builder will not knowingly present or cause to be presented a false or fraudulent Claim."

9.2. Subject to the requirements of Article 9, if Design-Builder wishes to make a Claim for an increase in the Contract Sum, written notice must be given before proceeding to execute the Work.

9.3. Subject to the requirements of Article 9, if Design-Builder wishes to make a Claim for additional time, the required written notice must include an estimate of cost and probable effect of delay on progress of the Work. In the event of continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such claim must be documented by data substantiating that weather conditions

were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

9.3.1. The delays for which the Design-Builder is entitled to additional time are "Excusable Delays." The only Excusable Delays are those delays on the critical path which the Design-Builder establishes were: (a) caused by the Owner or those in privity of contract with the Owner, (b) physical damage to the Project over which the Design-Builder has no control, (c) labor disputes beyond the control of the Design-Builder, (d) work days lost due to weather conditions subject to Section 4.4.1, (e) concealed or unknown conditions under Section 9.4, and (f) other unforeseeable delays beyond the control of the Design-Builder and its subcontractors and suppliers of any tier. The delays for which the Design-Builder is entitled to additional time and money are "Compensable Delays." The only Compensable Delays are those Excusable Delays which the Design-Builder establishes were proximately caused by an improper action or failure to act by the Owner. Owner, in its sole and reasonable discretion, shall determine whether a delay entitles Design-Builder to time extension or additional compensation.

9.4. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the Design-Builder shall give written notice to the Owner promptly before conditions are disturbed and in no event later than forty-eight (48) hours after first observance of the conditions. If the conditions are materially different and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, Owner will issue an appropriate Change Order.

9.5. Design-Builder must make all claims by written affidavit per Article 9 within seven (7) calendar days after the occurrence of the event giving rise to the Claim. Proper notice of delay as required under Section 4.4.1 is a condition precedent to entitlement of a Claim. Failure to do so results in an irrevocable waiver of the Claim.

9.6. Within ten (10) calendar days of its receipt of a written request, Design-Builder must make available to Owner or its representative any books, records, or other documents in its possession or to which it has access relating to any Claim and must require its Subcontractors, regardless of tier, and materialmen to do likewise.

9.7. If a Design-Builder's Claim has not been resolved at the time of Substantial Completion, the Design-Builder's exclusive remedy is to file suit in the Common Pleas Court for the county in which the Project is located within 90 calendar days of Substantial Completion, unless the parties otherwise agree in writing, else such Claim is waived. Each party waives its right to remove any such suit to federal court.

9.8. Unless otherwise agreed in writing, Design-Builder shall continue its Work on the Project and shall maintain progress during any mediation, arbitration, or litigation proceedings, and the Owner shall continue to make payments to the Design-Builder in accordance with this Agreement, however, the Owner shall be under no obligation to make payments on or against any claim or amounts in dispute during the pendency of any mediation, arbitration, or litigation proceeding to resolve those claims or amounts in dispute.

9.9. Settlement Offers. If the Design-Builder initiates a claim, the Owner may make settlement offers to settle the Claim at any time up to the date of trial. Such settlement offers shall be subject to Rule 408 (Compromise and Offers of Compromise) of the Ohio Rules of Evidence. If at any stage of the litigation, including any appeals, the Design-Builder's Claim is dismissed or found to be without merit, or if the damages awarded to the Design-Builder on its Claim do not exceed the Owner's last settlement offer, the Design-Builder shall be liable to the Owner and shall reimburse the Owner for all the Owner's attorneys' fees and expenses, and arising out of or related to such Claim since the date of such last settlement offer.

9.10. Waiver of Claims for Consequential Damages. The Design-Builder waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This waiver is applicable, without limitation, to all consequential damages due to the Owner's termination of the Agreement in accordance with this Agreement.

10. DEFAULT OF DESIGN-BUILDER.

10.1. Events of Default. Each of the following constitutes an event of default of Design-Builder:

10.1.1. Design-Builder's failure to perform any of its obligations under the Contract Documents or failure to proceed to commence to correct such failure in accordance with Section 5.1.

10.1.2. Design-Builder's failure to pay its obligations incurred in connection with this Agreement as they become due or Design-Builder's insolvency.

10.2. Owner's Remedies. Upon the occurrence of an event of default, Owner has the following remedies, which are cumulative:

10.2.1. Order Design-Builder to stop the Work, which Design-Builder must do immediately;

10.2.2. 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 Sum or, if the unpaid balance of the Contract Sum is inadequate, to demand reimbursement of amounts previously paid to Design-Builder;

10.2.3. To terminate this Agreement and take possession of, 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 Design-Builder, all of which Design-Builder hereby transfers and assigns to Owner for such purpose, and to employ any person or persons to complete the Work, including Design-Builder's employees, and Design-Builder will not be entitled to receive any further payment until the Work is completed;

10.2.4. To accept assignment of Design-Builder's subcontracts for the Project, pursuant to any prior rights of the surety, if any, and, at the Owners' sole discretion, to further assign the subcontracts to a successor design-builder or other entity provided that (i) the Owner terminates this Agreement for cause, and (ii) provides written notice of such assignment to both Design-Builder and Subcontractor; and/or,

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

10.3. Termination of Agreement. The termination of this Agreement will be without prejudice to Owner's rights and remedies, including without limitation Owner's right to be indemnified by Design-Builder.

10.4. Payments Due Design-Builder. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Project, including any costs, expenses, or damages incurred by Owner as a result of the event of default, including attorneys' and consultants' fees and the administrative expense of Owner's staff, such excess shall be paid to Design-Builder. If such costs exceed the unpaid balance, Design-Builder is responsible to pay the difference to Owner. The obligations under this section will survive termination of this Agreement.

11. DEFAULT OF OWNER.

11.1. Events of Default. The following constitutes the exclusive events of default of Owner:

11.1.1. Failure of Owner to perform any express material obligation under the Contract Documents and to correct such failure within thirty (30) calendar days after receipt of written notice thereof from Design-Builder specifying the default and the necessary corrective action.

11.2. Design-Builder's Remedy.

11.2.1. Design-Builder's sole and exclusive remedy for the default of Owner shall be to follow the procedure set forth in Article 9.

11.2.2. Notwithstanding Section 11.2.1, if Owner fails to pay Design-Builder undisputed amounts as payment becomes due, Design-Builder may, upon fifteen (15) calendar days written notice, stop the Work until payment of the undisputed amount owing has been received.

12. SUSPENSION OR TERMINATION FOR THE CONVENIENCE OF OWNER.

12.1. Suspension for the Convenience of Owner.

12.1.1. Owner may, without cause, order Design-Builder to suspend, delay, or interrupt the Work in whole or in part for such period of time as Owner may determine.

12.1.2. An equitable adjustment will be made for increases in the Contract Time and cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption, provided that the total cost of profit and overhead shall not exceed ten percent (10%) of the amount of the increased cost not attributable to profit or overhead. No adjustment will be made to the extent that:

- (a) performance is, was or would have been so suspended, delayed, or interrupted by another cause for which Design-Builder is responsible; or
- (b) an equitable adjustment is made or denied under another provision of this Agreement for a concurrent event.

12.2. Termination for the Convenience of Owner.

12.2.1. Owner may, in its discretion and without cause, upon three (3) business days' written notice to Design-Builder terminate this Agreement for Owner's convenience.

12.2.2. Upon receipt of a written notice from Owner terminating this Agreement for the Owner's convenience, the Design-Builder will (i) immediately cease performing any or all portions of the Work, unless otherwise directed by the Owner, in which case the Design-Builder will take the action directed by the Owner, (ii) immediately take all reasonable and necessary action to protect and preserve the Work, and (iii) unless otherwise directed by Owner, terminate or assign all agreements with Subcontractors and suppliers.

12.2.3. If this Agreement is terminated for the Owner's convenience and there exists no event of Design-Builder's default, as defined in this Agreement, the Design-Builder shall be entitled to receive payment (i) for Work properly executed up to the date the notice of termination is received by Design-Builder, including overhead and profit up to the date of termination, and (ii) for Work performed at the direction of the Owner on and after the date on which the notice of termination is received by the Design-Builder, as determined by the procedures applicable to Change Orders.

12.2.4. If this Agreement is terminated for the Owner's convenience and there exists an event of Design-Builder's default, as defined in this Agreement, Design-Builder will be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement.

12.2.5. The termination of this Agreement will be without prejudice to any rights or remedies that exist at the time of termination.

13. INSURANCE, INDEMNIFICATION, AND BOND.

13.1. Design-Builder must maintain, through an insurance carrier with an AM Best rate of 'A-' or better, commercial general liability insurance in the minimum amount of \$1,000,000.00 per incident and \$2,000,000.00 aggregate, worker's compensation coverage as required by the Ohio Revised Code, automobile liability coverage in the minimum amount of \$1,000,000.00 per accident and \$2,000,000 aggregate, and an umbrella policy in the minimum amount of \$5,000,000.00, unless Owner approves other coverage limits in writing. Excess or umbrella coverage may be used to meet these levels of insurance. The Owner, shall be named as an additional insured on the Design-Builder's insurance policies. The Design-Builder shall provide a certificate of insurance showing the required coverages, with the Owner named as a certificate holder and as an additional insured, including within the completed operations hazard; Design-Builder also agrees to provide Owner with at least thirty (30) calendar days' notice prior to any changes in coverage of the required insurance. The Design-Builder shall maintain all such coverage for a period of 3 years after the Date for Final Completion.

13.1.1. The Design-Builder shall maintain Design-Builders Errors & Omissions Liability Insurance insuring against errors and omissions arising from the Work, with limits of not less than \$1,000,000.00 per claim. Such policy shall not contain any exclusions directed toward any types of materials, services or processes involved in the Work. The retroactive date for coverage will be no later than the commencement date of design and will state that in the event of cancellation or nonrenewal the discovery period for insurance claims will be at least three (3) years or otherwise as by written agreement with the Owner.

13.2. Insurance furnished by the Owner, if any, is not intended to and does not cover equipment and materials before they are physically incorporated into the Work or tools. Design-Builder bears the entire risk of loss with respect to tools, equipment, and materials. Design-Builder is responsible for damages to Owner's property and to adjacent property caused by or related to the Work or actions by Design-Builder's employees or those of its subcontractors.

13.3. The Design-Builder shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 7.3 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 13.3 to be covered, whichever is later. The insurance shall include interests of the Owner, the Design-Builder, Subcontractors, and Sub-subcontractors in the Project.

13.4. Owner and Design-Builder waive all rights, including all rights of subrogation, against each other and against Subcontractors, Sub-subcontractors, consultants, agents, and employees of the other for damages but only to the extent covered by (and not prohibited by) any applicable property insurance or builder's risk insurance, except such rights as they may have to the proceeds of such insurances.

13.5. To the maximum extent permitted by law, Design-Builder shall indemnify and hold harmless Owner and Owner's consultants, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and consultants' fees, arising out of or related to the performance of the Work, including but not limited to the failure of Design-Builder to perform its obligations under the Contract Documents, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Design-Builder to perform in accordance with the Contract Documents, and/or claims related to the removal, handling, or use of any hazardous materials. Owner may withhold amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise due Design-Builder under the Contract Documents.

13.6. In claims against any person or entity indemnified under this Contract by an employee of Design-Builder, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations under this Contract shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable for Design-Builder or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefits acts. Design-Builder expressly waives any protection or immunity with respect to Workers' Compensation claims related to indemnification given under this Agreement.

13.7. Contract Bond.

13.7.1. The Design-Builder shall provide a bond to guaranty payment and performance of the Work, with a penal sum equal to the Contract Sum and in the form attached to the RFP. When the Design-Builder delivers the executed counterparts of the Agreement to the Owner, the Design-Builder shall deliver such bond to the Owner, along with other documents as may be required.

13.7.1.1. If the surety on any bond furnished by the Design-Builder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of the Agreement or Ohio law, the Design-Builder shall

promptly notify the Owner and shall, within twenty (20) calendar days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of the Contract Documents and Ohio law.

13.7.2. Upon the request of any person or entity appearing to be a potential beneficiary of the bond covering payment of obligations arising under the Contract, the Design-Builder shall promptly furnish a copy of the bond or shall authorize a copy to be furnished.

13.7.3. Material Default or Termination. If the Owner notifies the Design-Builder's surety that the Design-Builder is in material default or terminates the Contract, the surety will promptly and within twenty-one (21) calendar days investigate the claimed material default or termination. If the Owner gives a notice of material default and then terminates the Contract, the surety shall complete its investigation within twenty-one (21) calendar days of the notice of material default. As part of such investigation, the surety shall visit the offices of the Design-Builder and Owner to review the available project records. If the surety proposes to take over the Work, the surety shall do so no later than the expiration of the twenty-one (21) day period or ten (10) calendar days after the date the Owner terminates the Contract, whichever is later. If the Owner terminates the Work, and the surety proposed to provide a replacement design-builder, the replacement design-builder shall be fully capable of performing the Work in accordance with the Contract Documents, including meeting all of the requirements of the Contract Documents. If the Design-Builder is terminated, the replacement design-builder shall not be the Design-Builder. The surety will provide the Owner with the results of its investigation, including any written report or documents. This Section 13.7.3 is in addition to the Owner's rights under this Agreement to terminate the Design-Builder for cause and is not intended to create any rights of the surety, including but not limited to the right to take over the Design-Builder's obligations.

14. WARRANTIES. 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, Design-Builder warrants and guarantees that:

- (a) Owner will have good title to the Work and all materials and equipment incorporated into the Work will be new;
- (b) The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;
- (c) The Work and all equipment incorporated into the Work will be fit for the purpose for which intended;
- (d) The Work and all materials and equipment incorporated into the Work will be merchantable; and,
- (e) The Work and all materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, Design-Builder, in addition to any other requirements in the Contract Documents, shall commence to correct such breach and all resulting damage within two (2) business calendar days after written notice from the Owner. Design-Builder shall correct such breach and damage to the satisfaction of Owner within fifteen (15) calendar days of such notice except when an extension of time is granted in writing by Owner; provided that if such notice is given after final payment hereunder, such 2-day period will be extended to seven (7) calendar days and such 15-day period shall be extended to thirty (30) calendar days. If Design-Builder fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, Owner, upon written notice to Design-Builder and without prejudice to any of its other rights or remedies, may correct the deficiencies. Design-Builder upon written notice from Owner shall pay Owner, within ten (10) calendar days after the date of such notice, all of Owner's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation Owner's administrative, legal, design, and consulting expenses. The foregoing warranties and obligations of Design-Builder will survive the final payment and/or termination of this Agreement. If the Design-Builder fails to pay the Owner any amounts due under this Article 14, Design-Builder will pay Owner, in addition to the amounts

due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

15. GENERAL.

15.1. Modification. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of Owner shall require the signature of Owner pursuant to a specific resolution of Owner. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.

15.2. Assignment. Design-Builder may not assign this Agreement without the written consent of Owner, which Owner may withhold in its sole discretion.

15.3. Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or Design-Builder.

15.4. 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 shall 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 for the county in which the Project is located, and each party hereby expressly consents to the jurisdiction of such court. Each party waives its right to remove any such suit to federal court.

15.5. Statute of Limitations. Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming Work that is not discovered by Owner will not commence until the discovery of such defective or non-conforming Work by Owner.

15.6. Notices. Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served; forwarded by expedited messenger service; sent by facsimile transmission; sent by electronic mail with delivery confirmation; or be given by registered or certified mail, return receipt requested, postage prepaid, and addressed to the party at the address set forth at the beginning of this Agreement. Any party may change its address by giving written notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; 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 electronic mail or facsimile transmission, upon the expiration of 24 hours after the transmission is sent.

15.7. Construction. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has 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 shall not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

15.8. Approvals. Except as expressly provided herein, the approvals and determinations of Owner will be subject to the sole discretion of Owner and will be valid and binding on Design-Builder, provided only that they be made in good faith, *i.e.*, honestly. If Design-Builder challenges any such approval or determination, Design-Builder bears the burden of proving by clear and convincing evidence that it was not made in good faith.

15.9. 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 shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

15.10. Compliance with Laws and Regulations. Design-Builder, at its expense, must comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including but not limited to ORC Chapter 4115 regarding prevailing wage rates.

15.11. Project Safety. Design-Builder must follow all applicable safety and health regulations during the progress of the Project and monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this section, Design-Builder does not assume any duty or responsibility to the employees of any Subcontractor or supplier, regardless of tier. Owner assumes no responsibility for the development, review, or implementation of any project safety plan or for Project safety and has no authority to direct the means and methods of Design-Builder.

15.12. Equal Opportunity. Design-Builder will not, and it will ensure that its Subcontractors, regardless of tier, do not, discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such action includes but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Design-Builder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. Design-Builder is responsible to ensure that each of its Subcontractors, regardless of tier, states in all solicitations or advertisements for employees placed by them or on their behalf that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin

15.13. No Findings for Recovery. The Design-Builder represents that the Design-Builder is not subject to a finding for recovery under Section 9.24, Ohio Revised Code, or that the Design-Builder has taken the appropriate remedial steps required under Section 9.24, Ohio Revised Code, or otherwise qualifies under this section. If this representation and warranty is found to be false, the Contract is void, and Design-Builder will immediately repay Owner any funds paid to Design-Builder under this Contract.

15.14. Non-Discrimination. Design-Builder agrees:

- (a) That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Design-Builder, subcontractor, nor any person acting on behalf of either of them, shall by 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.
- (b) That neither the Design-Builder, subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, handicap, or color.
- (c) That there shall be deducted from the amount payable to the Design-Builder by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
- (d) That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

15.15. Use of Owner's Facilities. Design-Builder will ensure that neither its employees, nor its Subcontractor's or material supplier's employees, regardless of tier, do any of the following without the express prior written consent of Owner:

- (a) use Owner's facilities including but not limited to, common areas, rest rooms, or phones;
- (b) use or bring any alcoholic beverages, controlled substances, or firearms on any property owned by Owner;
- (c) use any radios, tape or compact disc players, or sound amplification equipment; and

(d) initiate or react to any visible or audible actions toward staff members or visitors of Owner.

Design-Builder must conspicuously post notice of the prohibitions listed in this section at the Project site in the same location as OSHA notices are required to be posted and shall verbally inform all of Design-Builder's employees, and the employees of Design-Builder's Subcontractors and materialmen, regardless of tier, of such prohibitions. The notice must be in a form acceptable to Owner.

15.16. The Design-Builder will keep and make all Project-related records available to Owner for a period of not less than five (5) years after the date of the Project completion.

15.17. The Domestic Steel requirements pursuant to ORC 153.011 apply to this Project.

15.18. Entire Agreement. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

15.19. Attachments. Attachments to this Agreement include:

Exhibit 1	Executed Bond
Exhibit 2	Design-Builder's Affidavit with List of Subcontractors and Suppliers with Amounts Withheld
Exhibit 3	Design-Builder's Progress Payment Waiver and Release Affidavit
Exhibit 4	Subcontractors & Suppliers Progress Payment Waiver and Release Affidavit
Exhibit 5	Tax Exempt Certificate
Exhibit 6	Subcontractors & Suppliers Final Lien Waiver and Release Agreement
Exhibit 7	Final Lien Waiver and Release Agreement
Exhibit 8	Design-Builder's completed Personal Property Tax Affidavit (O.R.C. 5719.042)

However, in the event of an inconsistency, the provisions of this Agreement control over any proposal, document, or other attachment.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives. This Agreement is effective as of the date of execution by the Owner (the "Effective Date").

Owner:
City of Defiance, Ohio

Design-Builder:

Signature

Signature

By: _____
Printed Name and Title

By: _____
Printed Name and Title

Date: _____

Date: _____

CERTIFICATE OF FUNDS

(ORC Section 5705.41)

The undersigned, Finance Director of the City of Defiance, Ohio, hereby certifies in connection with the Agreement to which this Certificate is attached that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the attached agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Dated: _____

Finance Director, City of Defiance, Ohio

Exhibit 1

Executed Bond
(to be attached)

(BLANK PAGE INSERTED INTENTIONALLY FOR EASE OF PRINTING)

Exhibit 2

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

Moreover, DB certifies that, except for as set forth immediately above, DB has paid all of its subcontractors and suppliers who were due to be paid with the proceeds of the prior Application for Payment and DB acknowledges that Owner is relying upon such certification when paying DB the amount asked for in the payment application that this Affidavit and Certification supports.

DESIGN-BUILDER: [insert name]

BY: _____
(Signature of authorized representative)

NOTARY PUBLIC

Subscribed and sworn to before me on this date by _____ on behalf of _____.
The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Signature of Notary Public

Notary Public: _____

My Commission Expires: _____

**DESIGN-BUILDERS'S PROGRESS PAYMENT WAIVER & RELEASE AFFIDAVIT
("AFFIDAVIT")**

Project: 16" Maumee River Crossing Water Replacement Main Design-Build Project

The undersigned hereby acknowledges receipt of payment for all Work on the Project through the date of the prior Application for Payment by the **City of Defiance, Ohio** (the "Owner") with whom it has a contract for the Project.

In return for said payment, and pursuant to certain contractual obligations of the undersigned, the undersigned hereby waives and releases any rights it has or may have through the date of the last Application for Payment to any and all types of claims relating to the Project, including without limitation claims of payment, Mechanic's Lien, stop notice, equitable lien, labor and material bond, breach of contract or unjust enrichment, or any other claim against the Owner, for any labor, materials, or equipment the undersigned may have delivered or provided to the Project, except for any Claims the undersigned has made by properly and timely submitting a Statement of Claim. The undersigned further certifies that this Affidavit covers claims by all contractors, subcontractors, and suppliers who may have provided any labor, material, or equipment to the Project through the undersigned or at the undersigned's request. The undersigned acknowledges that all such contractors, subcontractors, sub-subcontractors and suppliers have signed an affidavit in the form of this Affidavit releasing any and all claims against the Owner, except for any Claims the undersigned has made by properly and timely submitting a written statement of its Claim. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

This Affidavit is for the benefit of, and may be relied upon by the Owner. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, work of improvement, and real property from any and all claims, or liens arising out of work covered by this release.

Company Name

Authorized Signature (Company Officer)

Title

Date

State of: _____ County of _____

Subscribed and sworn to before me this _____
day of _____. The notarial
act certified hereby is a jurat. An oath or affirmation was
administered to the signer with regard to the notarial act
certified to hereby.

Notary Public: _____

My Commission Expires: _____

(BLANK PAGE INSERTED INTENTIONALLY FOR EASE OF PRINTING)

**SUBCONTRACTORS & SUPPLIERS
PROGRESS PAYMENT WAIVER & RELEASE AFFIDAVIT
("AFFIDAVIT")**

Project: 16" Maumee River Crossing Water Main Replacement Design-Build Project

The undersigned hereby acknowledges receipt of payment for all Work on the Project through the date of the prior Application for Payment by the Design-Builder ("DB") with whom it has a contract.

In return for said payment, and/or pursuant to certain contractual obligations of the undersigned, the undersigned hereby waives and releases any rights it has or may have through the date of the DB's last Application for Payment and to any and all types of claims relating to the Project, including without limitation claims of payment, Mechanic's Lien, stop notice, equitable lien, labor and material bond, breach of contract or unjust enrichment, or any other claim against the DB, the DB's surety, and/or the **City of Defiance, Ohio** (the "Owner"), for any labor, materials, or equipment the undersigned may have delivered or provided to the Project, except for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form, a copy of which has been delivered to the Owner. The undersigned further certifies that this Affidavit covers claims by all contractors, subcontractors and suppliers through the date of the DB's last Application for Payment who may have provided any labor, material, or equipment to the Project through the undersigned or at the undersigned's request. The undersigned acknowledges that all such contractors, subcontractors, sub-subcontractors and suppliers have signed an affidavit in the form of this Affidavit releasing any and all claims against the DB, the DB's surety, and/or the Owner, except for any Claims made by properly and timely submitting a Statement of Claim, a copy of which has been delivered to the Owner. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

The undersigned agrees that upon receipt of the payment from the DB with respect to the DB's current Application for Payment, it shall, if applicable, immediately execute and cause to be filed or recorded a legally effective Satisfaction of Lien, Release of Lien, or any other legal instrument necessary to cause prejudicial dismissal and release of any lien, encumbrance, lawsuit, or other claim against the DB, the DB's surety and the Owner, the property where the Project is located, and/or any surety bond posted by the DB or the Owner to the extent of the foresaid payment. Upon request of the DB, the undersigned shall provide proof of having complied with this obligation.

This Affidavit is for the benefit of, and may be relied upon by, the DB, the DB's surety and the Owner. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, its Work, and real property from any and all claims, or liens arising out of work covered by this release and from any liability, cost, or expense incurred as a result of any breach of this Affidavit by the undersigned.

Company Name

Authorized Signature (Company Officer)

Title

Date

State of: _____ County of _____

Subscribed and sworn to before me this _____ day of _____. The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public: _____

My Commission Expires: _____

(BLANK PAGE INSERTED INTENTIONALLY FOR EASE OF PRINTING)

Sales and Use Tax Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (owner's) name _____

Exact location of job/project _____

Name of job/project as it appears on contract documentation _____

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

<input type="checkbox"/>	A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12);	<input type="checkbox"/>	Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
<input type="checkbox"/>	Real property under a construction contract with the United States government, its agencies, the state of Ohio or an Ohio political subdivision;	<input type="checkbox"/>	A computer data center entitled to exemption under R.C. 122.175;
<input type="checkbox"/>	A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	<input type="checkbox"/>	A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
<input type="checkbox"/>	A house of public worship or religious education;		
<input type="checkbox"/>	The original construction of a sports facility under R.C. section 307.696;	<input type="checkbox"/>	A hospital facility entitled to exemption under R.C. section 140.08;
<input type="checkbox"/>	Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	<input type="checkbox"/>	Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

Owner/Contractee

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

Subcontractor

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

Political Subdivision

Name _____
Signed by _____
Title _____
Street address _____
City, state, ZIP code _____
Date _____

(BLANK PAGE INSERTED INTENTIONALLY FOR EASE OF PRINTING)

**SUBCONTRACTORS, SUPPLIERS
FINAL WAIVER & RELEASE AFFIDAVIT
("AFFIDAVIT")**

Project: 16" Maumee River Crossing Water Main Replacement Design-Build Project

Upon receipt of payment in the amount of \$_____ received from _____ ("Design-Builder" or "DB") the undersigned Subcontractor or Supplier waives and relinquishes all rights of lien or claim that it may have either in law or equity (including but not limited to rights under Ohio Mechanics' Lien Laws, O.R.C. 1311.01 *et seq.*) with respect to the construction project known as the Energy Conservation Solar Power Project ("the Project"), for all labor, all equipment, and/or materials provided to or on behalf of the Project throughout its entirety, except for claims previously made pursuant to the agreement in place between Subcontractor or Supplier and DB, and any lien previously perfected and remaining unreleased.

The undersigned Subcontractor or Supplier acknowledges and agrees that such payment represents final payment in full for all such labor, equipment and/or materials including retainage, if any, and that the Subcontractor or Supplier has completed its work on the Project. The undersigned Subcontractor or Supplier certifies that all amounts have been paid by the Subcontractor or Supplier for all work or materials furnished by others to the Subcontractor or Supplier for which the Subcontractor or Supplier has received previous payments from DB, and Subcontractor or Supplier acknowledges that DB is now making payment to the Subcontractor or Supplier in reliance upon such certification. The undersigned Subcontractor or Supplier further certifies that it will pay all amounts lawfully owing for all work or materials furnished by others to the Subcontractor or Supplier with the payment received from DB referenced herein.

This Affidavit is for the benefit of, and may be relied upon by, the DB, the DB's surety and the Owner. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, its Work, and real property from any and all claims, or liens that are or should have been released in accordance with this Affidavit and from any liability, cost, or expense incurred as a result of any breach of this Affidavit by the undersigned.

IN WITNESS WHEREOF, the undersigned has caused this Affidavit to be executed by its authorized representative as of the date indicated below.

THE INDIVIDUAL SIGNING THIS AFFIDAVIT REPRESENTS THAT HE/SHE IS AUTHORIZED TO DO SO.

SUBCONTRACTOR OR SUPPLIER:

Company Name

Authorized Signature (Company Officer)

Title

Date

State of: _____ County of _____

Subscribed and sworn to before me this _____ day of _____. The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public: _____

My Commission Expires: _____

(BLANK PAGE INSERTED INTENTIONALLY FOR EASE OF PRINTING)

**DESIGN-BUILDER’S FINAL WAIVER & RELEASE AFFIDAVIT
("AFFIDAVIT")**

Project: 16" Maumee River Crossing Water Main Replacement Design-Build Project

In consideration for payment received from the **City of Defiance, Ohio** (the "Owner") in the amount requested in DB's Final Application for Payment to the Owner, the receipt of which is hereby acknowledged, the undersigned DB hereby waives and releases any rights it has or may have to any and all types of claims relating to the Project, including without limitation claims of payment, Mechanic's Lien, stop notice, equitable lien, labor and material bond, breach of contract or unjust enrichment, or any other claim against the Owner, for any labor, materials, or equipment the undersigned may have delivered or provided to the Project, except for any Claims the undersigned has made by properly and timely submitting a Statement of Claim form. The undersigned further certifies that this Affidavit covers claims by all contractors, subcontractors, and suppliers who may have provided any labor, material, or equipment to the Project through the undersigned or at the undersigned's request. The undersigned acknowledges that all such contractors, subcontractors, sub-subcontractors and suppliers have signed an affidavit in the form of this Affidavit releasing any and all claims against the Owner, except for any Claims the undersigned has made by properly and timely submitting a written statement of its Claim. The undersigned hereby represents and warrants that it has paid any and all welfare, pension, vacation or other contributions required to be paid on account of the employment by the undersigned of any laborers on the Project.

This Affidavit is for the benefit of, and may be relied upon by the Owner. The undersigned hereby agrees to indemnify, defend and hold harmless each of the foregoing, the Project, work of improvement, and real property from any and all claims, or liens that are or should have been released in accordance with this Affidavit.

Company Name

Authorized Signature (Company Officer)

Title

Date

State of: _____ County of _____

Subscribed and sworn to before me this _____
day of _____. The notarial
act certified hereby is a jurat. An oath or affirmation was
administered to the signer with regard to the notarial act
certified to hereby.

Notary Public: _____

My Commission Expires: _____

(BLANK PAGE INSERTED INTENTIONALLY FOR EASE OF PRINTING)

ATTACHMENT D

Bond Forms

PROPOSAL GUARANTY AND CONTRACT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____
_____ ("Contractor") as principal and _____
_____ as surety are hereby held and firmly
bound unto the **City of Defiance, Ohio** as obligee in the penal sum of the dollar amount
of the proposal submitted by the principal to the obligee on _____, 20____, to
undertake the design and construction of the **16" Maumee River Crossing Water Main
Replacement Design-Build Project** ("Project"). The penal sum referred to herein shall
be the dollar amount of the principal's bid to the obligee, incorporating any additive or
deductive Alternates made by the principal on the date referred to above to the obligee,
which are accepted by the obligee. In no case shall the penal sum exceed the amount of
_____ Dollars (\$_____). (If the foregoing blank is
not filled in, the penal sum will be the full amount of the principal's bid, including add
Alternates. Alternatively, if the blank is filled in the amount stated must not be less than
the full amount of the bid including add Alternates, in dollars and cents. A percentage is
not acceptable.) For the payment of the penal sum well and truly to be made, we hereby
jointly and severally bind ourselves, our heirs, executors, administrators, successors, and
assigns.

Signed this _____ day of _____, 20____.

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

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

Now also, if the said principal shall well and faithfully do and perform the things
agreed by said principal to be done and performed according to the terms of said contract;
and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor
performed and materials furnished in the carrying forward, performing, or completing of
said contract; we agreeing and assenting that this undertaking shall be for the benefit of

any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall indemnify the obligee against all damage suffered by failure of the principal to perform the contract according to its provisions and in accordance with the plans, details, specifications, and bills of material therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

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

PRINCIPAL

By: _____

Printed Name & Title: _____

SURETY

By: _____

Printed Name & Title: _____

Surety's Address: _____

Surety's Telephone Number: _____

Surety's Fax Number: _____

SURETY'S AGENT

Surety's Agent's Address: _____

Surety's Agent's Telephone Number: _____

Surety's Agent's Fax Number: _____

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

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

CONTRACT BOND

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named principal did on the _____ day of _____, 20____, enter into a contract with the Owner for design and construction of the **16" Maumee River Crossing Water Main Replacement Design-Build Project** ("Project"), which said contract is made a part of this bond the same as though set forth herein:

Now, if the said Contractor shall well and faithfully do and perform the things agreed by the Contractor to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

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

(PRINCIPAL)

(SURETY)

By: _____

By: _____

Printed Name & Title: _____

Printed Name & Title: _____

Surety's Address: _____

Surety's Telephone Number: _____

Surety's Fax Number: _____

NAME OF SURETY'S AGENT

Surety's Agent's Address: _____

Surety's Agent's Telephone Number: _____

Surety's Agent's Fax Number: _____

(BLANK PAGE INSERTED INTENTIONALLY FOR EASE OF PRINTING)

ATTACHMENT E

Historic ODNR Boring Logs from Near Project Site

<https://www.dropbox.com/sh/2n3mwgt1ai8zi4g/AAD931wdJZw7GfCAjwQylZk-a?dl=0>

(BLANK PAGE INSERTED INTENTIONALLY FOR EASE OF PRINTING)

ATTACHMENT F

Prevailing Wage Rates

<https://www.dropbox.com/sh/2n3mwgt1ai8zi4g/AAD931wdJZw7GfCAjwQyIZk-a?dl=0>

(BLANK PAGE INSERTED INTENTIONALLY FOR EASE OF PRINTING)

ATTACHMENT G

Historic Boring Logs and Information from Near Project Site and Project-Specific Geotechnical Report

<https://www.dropbox.com/sh/2n3mwgt1ai8zi4g/AAD931wdJZw7GfCAjwQylZk-a?dl=0>

(BLANK PAGE INSERTED INTENTIONALLY FOR EASE OF PRINTING)

ATTACHMENT H

Detailed Project Site Map and Preliminary Design

<https://www.dropbox.com/sh/2n3mwgt1ai8zi4g/AAD931wdJZw7GfCAjwQylZk-a?dl=0>

(BLANK PAGE INSERTED INTENTIONALLY FOR EASE OF PRINTING)

ATTACHMENT I

List of City-Provided Materials

- 16" x 16" x 16" MJ Tapping Tee for A-C Mains ~ Two (2) Each
- 16" Tapping Valve, with Valve Box ~ Two (2) Each
- 16" x 16" x 16" MJ Tee ~ Two (2) Each
- 16" Gate Valve, with Valve Box ~ Two (2) Each
- 16" Ductile Iron Pipe ~ 20 Lineal Feet
- 16" Ductile Iron MJ Plug ~ Two (2) Each
- 6" Ductile Iron Anchor Pipe ~ 60 Lineal Feet
- 6" Watch/Gate Valve, with Valve Box ~ Two (2) Each
- Fire Hydrant Assembly, with Storz Fitting ~ Two (2) Each

(BLANK PAGE INSERTED INTENTIONALLY FOR EASE OF PRINTING)

ATTACHMENT J

As-Built Drawings for Ex. 16" Water Main

<https://www.dropbox.com/sh/2n3mwt1ai8zi4g/AAD931wdJZw7GfCAjwQylZk-a?dl=0>