

**CONSTRUCTION GUARANTEED MAXIMUM
REIMBURSEMENT AGREEMENT
BETWEEN
THE CITY OF COLUMBUS
AND
OHIOHEALTH CORPORATION
FOR**

**OHIOHEALTH – OHIOHEALTH BOULEVARD: SANITARY SEWER
IMPROVEMENT
CAPITAL IMPROVEMENT PROJECT NO. 441756-100000
DRAWING NO CC 17810**

This Construction Guaranteed Maximum Reimbursement Agreement, (the “AGREEMENT”) made and entered into this _____ day of _____, 2017 (the “Effective Date”), by and between the City of Columbus, State of Ohio acting through its Director of Public Utilities, hereinafter designated as the CITY, pursuant to and under the authority of **Ordinance No. 2722 -2017**, passed by the City Council of the City of Columbus, approved by the Mayor of said CITY, and attested to by the City Clerk on the ___ day of _____, 2017, and OhioHealth Corporation with its office at 180 East Broad Street, 34th Floor, Columbus, Ohio 43215, hereafter designated the DEVELOPER; and

WHEREAS, the Department of Public Utilities has determined that it is in the CITY’s best interest to enter into this AGREEMENT with the DEVELOPER for purposes of constructing the OhioHealth – OhioHealth Boulevard: Sanitary Sewer Improvement, Capital Improvement Project No. 441756-100000, Drawing No. CC17810 (the “PROJECT”), described in EXHIBIT A and located on EXHIBIT B; and

WHEREAS, in order to facilitate construction of the aforementioned PROJECT, it is necessary for the CITY and the DEVELOPER to enter into this AGREEMENT for purposes of setting forth the terms and conditions therein; and

NOW THEREFORE, the parties agree to as follows:

1. DEFINITIONS:

- A. “Contract Documents” shall mean collectively: a) this AGREEMENT; and b) all detailed engineering plans; and c) the technical specifications set forth in the most recent edition of the “City of Columbus, Ohio Construction and Materials Specifications Manual” (CMSM).
- B. “Cost of Work” is defined as the total consideration paid a subcontractor for the construction of the PROJECT under contracts entered into pursuant to Section 3 hereof.
- C. “Guaranteed Maximum Sum” means the total amount of the reimbursement of the PROJECT not to exceed **\$400,000.00**.
- D. “Improvements” means those described in the Contract Documents, and specifically identified within EXHIBIT A.
- E. “Work” means the construction of the PROJECT.

2. GENERAL CONSIDERATIONS: In consideration of the promises of the CITY set forth herein, the DEVELOPER, its administrators, successors and assigns, jointly and

severally agree to construct the PROJECT identified in EXHIBIT A. In constructing the PROJECT, the DEVELOPER shall fully cooperate with the CITY and shall follow and comply with all reasonable requests and instructions of the CITY particularly dealing with the time, timing, and manner of doing the work and shall complete said PROJECT in accordance with approved plans. The CITY retains the right to review, comment and approve drawings and plans prior to construction. All plans and specifications shall conform to those sections of the most recent edition of the "City of Columbus, Ohio Construction and Material Specifications" manual that are applicable to said PROJECT and to all current applicable City of Columbus Standard Drawings. The DEVELOPER shall be responsible for complying with all other Federal State and Local laws, including but not limited to the Americans with Disabilities Act. The DEVELOPER shall process all payments to its contractors in accordance with the provisions of Section 109 of the CMSM. No work shall begin nor any cost incurred for any phase of work until the CITY reviews the cost of that work and gives its approval.

In communications with the DEVELOPER, the CITY shall respond in a timely manner, and CITY approvals shall not be unreasonably conditioned, withheld, or delayed.

3. **DEVELOPER TO ACT AS GENERAL CONTRACTOR:** The DEVELOPER agrees to act as general contractor for the construction of the PROJECT and to contract for the construction of the PROJECT in the DEVELOPER's name with a subcontractor(s) selected as hereinafter set forth.
4. **PROCUREMENT OF CONSTRUCTION SERVICES:** The DEVELOPER shall adhere to the Department of Public Utilities Competitive Bid Construction Services Process, unless authorized by City Council and the Director of Public Utilities to waive said process.

The CITY shall provide approvals in a timely manner and not unreasonably withhold, condition, or delay approval.

The process for competitive bidding is as follows:

- A. This AGREEMENT shall be executed before the project is advertised.
- B. The DEVELOPER shall secure the approval of the CITY's Director of Public Utilities, or designee, for bid specifications to be used in bidding the construction of the PROJECT. The DEVELOPER shall provide, or cause to be provided, the following information to the CITY as the CITY shall assemble the bid specifications: engineer's estimate, proposal sheets, special provisions, and other information deemed necessary by the CITY.
- B. DPU shall advertise the project for bidding on the CITY's Vendor Services web site and Bid Express for a minimum of **2.5 weeks**.
- C. Bid documents shall be made available to interested parties through the City's Bid Express web based bidding platform process. The DEVELOPER shall provide a minimum of **11 full sets and 7 half-sized sets** which will go to CITY personnel, construction inspection, and the contractor. No reimbursement from the CITY to the DEVELOPER will be provided for the cost of the documents.

- D. In conjunction with DPU, the DEVELOPER shall accept only sealed bids publicly. The DEVELOPER shall accept no bids from any subcontractor or supplier affiliated with the DEVELOPER.
 - E. DPU shall prepare the bid tabulation and evaluate the bids for completeness and shall notify the DEVELOPER of the lowest responsive, responsible best bidder.
 - F. The DEVELOPER shall award a subcontract for the construction of the PROJECT to the lowest responsive, responsible best bidder. If, in the DEVELOPER's opinion, the bids submitted are unresponsive or unacceptable, then the DEVELOPER, after presentation to and approval by the Director of Public Utilities of the justification for such action, may reject all bids and rebid.
 - G. The DEVELOPER shall execute a Construction Contract with the subcontractor and provide a signed copy to DPU before the pre-construction conference can occur.
 - H. **DPU shall schedule a Pre-Construction Meeting to be held at 6121 Huntley Rd, Columbus, OH 43229.** No work shall begin under this Construction Contract until a pre-construction conference with the consultant designated by DPU to perform construction administration and construction inspection services has been held. In general, ten (10) business days are required to notify all interested parties of a Pre-Construction Meeting.
 - I. The Director of Public Utilities shall issue the DEVELOPER a Notice to Proceed (NTP) and issue the DEVELOPER and subcontractor a Notice of Commencement (NOC) at the Pre-Construction Meeting. Construction cannot begin until these notices are delivered to the DEVELOPER.
 - J. In the event of a proposed change in schedule, the DEVELOPER shall provide the Director of Public Utilities, or designee, a notice of change in schedule at least one (1) day before the schedule is to be changed and provide a revised schedule within two (2) business days of the schedule being revised.
5. **PROJECT GUARANTY:** The DEVELOPER warrants that it will exercise in its performance of the work the standard of care normally exercised by qualified engineering, architectural and construction organizations engaged in performing comparable services. The DEVELOPER further warrants that the Work shall be free from defects in materials and workmanship (without regard to the standard of care exercised in its performance) for a period of one (1) year after final written acceptance of the Work. The DEVELOPER shall at its own expense:
- A. Correct or re-execute any of the Work that fails to conform with the requirements of the Contract Documents and appears during the prosecution of the Work.
 - B. Correct any defects in materials and workmanship of the Work (without regard to the standard of care exercised in its performance) which appear within a period of one (1) year after final written acceptance of the Work or within such longer period of time as may be set forth in the Contract Documents, and replace, repair, or restore any parts of the Work or any of the fixtures, equipment, or other items placed therein that are injured or damaged as a consequence of any such failure or defect, or as a consequence of corrective action taken pursuant hereto. Should the DEVELOPER fail to make corrections required by the Section, then the CITY may

do so at the reasonable and customary expense and for the account of the DEVELOPER.

6. **ACCEPTANCE OF THE WORK:** Acceptance of the PROJECT by the CITY shall not relieve the DEVELOPER of its responsibility for defects in material or workmanship as set forth in Section 5.
7. **RECORD PLAN DRAWINGS:** The DEVELOPER shall be responsible for requiring and compensating the design engineer for the preparation of record plan drawings for the subject project in accordance with the guidelines established by the CITY. The cost for preparation of record plan drawing preparation is reimbursable to the DEVELOPER by the CITY.
8. **LIABILITY:** DEVELOPER shall protect, indemnify and save the CITY harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of the DEVELOPER, its officers, employees, agents, or Subcontractors. The DEVELOPER shall require all contractor and subcontractor agreements to include indemnification language as found above. The DEVELOPER shall promptly reimburse the CITY and its successors and assigns, for any cost, expense or attorney's fees incurred on account of any such suit or claim incurred in enforcing the terms of the Construction Contract in EXHIBIT E. This indemnification provision is agreed by the DEVELOPER to expressly waive the DEVELOPER'S immunity, if any, as a complying employer under Section 35, Article II of the Ohio Constitution and Worker's Compensation laws of the Ohio Revised Code from indemnifying and holding the CITY harmless from claims by employees, agents or contractors of the DEVELOPER. This indemnity does not cover (a) any injuries or damages occurring after the completion of construction of the PROJECT by the DEVELOPER, or (b) any injuries or damages arising out of the actions or inactions of the CITY or its agents and employees.
9. **INSURANCE REQUIREMENTS:** The DEVELOPER shall take out or cause to be taken out and maintain during the life of the Construction Contract, such Public Liability (Bodily Injury and Property Damage) Insurance as shall protect them and any subcontractor performing work covered by the Construction Contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the Construction Contract, whether such operations are performed by the DEVELOPER, or by an subcontractor or by anyone directly or indirectly employed by them. SUCH INSURANCE POLICY SHALL INCLUDE THE CITY AS AN ADDITIONAL INSURED. The DEVELOPER shall maintain coverage of the types and in the amounts as specified below. Prior to execution of this Agreement, the DEVELOPER will provide an original certificate of copy of the insurance policy as proof of such insurance coverage. An "umbrella" type policy with limits specified below may be submitted for this requirement, with the CITY as an additional insured. The certificate must also include the PROJECT name – OhioHealth – OhioHealth Boulevard: Sanitary Sewer Improvement, Capital Improvement Project No. 441756-100000, Drawing No. CC17810

The amounts of such insurance shall be as follows:

BODILY INJURY LIABILITY	
EACH PERSON	500,000.00
EACH ACCIDENT	\$1,000,000.00
PROPERTY DAMAGE LIABILITY	
EACH ACCIDENT	\$500,000.00
ALL ACCIDENTS.	\$1,000,000.00

Such insurance shall remain in full force and effect during the life of the Construction Contract. Insurance may not be changed or canceled unless the insured, including the CITY, are notified in writing not less than thirty days prior to such change or cancellation. If any part of the Construction Contract is subcontracted, the DEVELOPER is responsible for the subcontracted part being adequately covered by insurance hereinabove described. Cancellation or lapse of insurance coverage during the life of the Construction Contract shall be considered a default by the DEVELOPER sufficient to relieve the CITY of its obligations under the Construction Contract. The CITY shall receive an original certificate of insurance prior to the commencement of the improvement.

- 10. **TRAFFIC CONTROL REQUIREMENTS:** The DEVELOPER shall be responsible for ensuring the provision of all traffic control devices, flaggers and police officers required to properly and safely maintain traffic. All traffic control devices shall be furnished, erected, maintained and removed in accordance with the “Ohio Manual of Traffic Control Devices for Construction and Maintenance Operation.”
- 11. **PREVAILING WAGE:** For the PROJECT set forth in Section 1 herein, the DEVELOPER agrees to abide by the prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. This provision shall apply for all subcontracts for services procured by the DEVELOPER under the terms of the Construction Contract.
- 12. **PERFORMANCE AND PAYMENT BOND:** The DEVELOPER agrees to require the subcontractor(s) who performs the PROJECT to execute a contract performance and payment bond and shall name the DEVELOPER and the CITY as co-obligee in the form provided by Section 153.57 of the Ohio Revised Code, and in conformance with Section 103.05 of the CMSC, and shall cover all PROJECT set forth in Section 1 of this Contract, including a one year guarantee period of one (1) year set forth in Section 5 hereof.
- 13. **CONSTRUCTION AND INSPECTION FEE:** N/A.
- 14. **PUBLIC USE:** The DEVELOPER and the CITY agree that the Work reimbursed under this AGREEMENT shall be dedicated for public use. Upon expiration of the one (1) year guarantee period as set forth in Section 5 herein, the CITY shall accept all maintenance responsibility for the Work constructed under this AGREEMENT.
- 15. **COST OF WORK IN EXCESS OF GUARANTEED MAXIMUM SUM:** The DEVELOPER agrees to assume and pay all Cost of Work in excess of the Guaranteed Maximum Sum and to indemnify the CITY against any Cost of Work in excess of the Guaranteed Maximum Sum as authorized by the Columbus City Ordinance referenced in paragraph 1 hereof.

16. **REQUEST FOR PAYMENT:** The CITY promises to reimburse the costs associated with the construction of the PROJECT described herein, up to a maximum amount of **\$400,000.00** which includes construction and contingency, permitting fees as well as record plan drawing preparation, for the PROJECT as authorized by the Ordinance referenced on Page 1 of this AGREEMENT.

The CITY does not reimburse for sales tax paid on building and construction materials and services (Ohio Revised Code 5739.02(B)(13)). A sales tax exemption certificate is available from the CITY.

The DEVELOPER agrees that the maximum reimbursement of Project costs will be limited to those items specifically delineated within EXHIBIT C. The CITY reserves the exclusive right to consider authorizing reasonable increases and/or decreases in said items, or approving new items that are deemed reasonable to the successful completion of the project, so long as the cost therein does not exceed the Guaranteed Maximum Sum. The DEVELOPER further agrees and understands that the consideration for these increases, decreases or establishment of new items as shown in EXHIBIT C shall be at the sole determination of the Director of Public Utilities or his designee.

For purposes of determining the amount eligible to be reimbursed by the CITY, the DEVELOPER shall be required to keep complete and accurate books of account showing the Cost of Work and shall provide the following items as documentation of reimbursable project related expenditures, in the form acceptable to the Public Utilities Department and the City Auditor:

A. Soft Cost Invoices

Reimbursement is made to the DEVELOPER only after the DEVELOPER has made payment to its consultant(s) and/or supplier(s) for the project defined in Section 1. The DEVELOPER shall provide the CITY a request for reimbursement on company letter head itemizing the categories being reimbursed, one copy of the invoice and one copy of the cancelled check(s) showing payment to consultant(s) or supplier(s) who performed work or supplied material for project defined in Section 1, and limited to those items defined in EXHIBIT C. Invoices are required to be itemized, so as to provide a clear definition of the work performed.

Soft cost invoice documentation shall be sent to:

Capital Fiscal Manager
Department of Public Utilities
910 Dublin Road, Suite 3016
Columbus, Ohio 43215
Project Name: OhioHealth – OhioHealth Boulevard: Sanitary Sewer Improvement,
Capital Improvement Project No. 441756-100000, Drawing No. CC17810

B. Construction Invoices

Reimbursement is made to the DEVELOPER only after the DEVELOPER has made payment to its contractor(s) and/or supplier(s) for the PROJECT defined in Section 1.

The DEVELOPER shall the submit to the CITY a request for reimbursement on company letter head itemizing the categories being reimbursed, provide one (1) copies of all Construction Contract Invoices, including sanitary inspection costs only, that are

applicable to the construction of the PROJECT, as defined in Section 1 hereof. Invoices are required to be itemized, so as to provide a clear definition of the work performed; and

For the first reimbursement to the DEVELOPER, the DEVELOPER shall provide to the CITY:

- request for reimbursement on company letterhead, and
- one (1) original signature affidavit (EXHIBIT G) signed by the DEVELOPER, or
- one (1) copy of the cancelled check made payable to the prime contractor who performed work or supplied materials for the PROJECT as defined in Section 1, and limited to those items defined in EXHIBIT C. The amount of the cancelled check shall be less than or equal to the amount of the invoice(s), and
- one (1) copies of all Construction Contract Invoices, including sanitary inspection costs only, that are applicable to the construction of the PROJECT, as defined in Section 1 hereof. Invoices are required to be itemized, so as to provide a clear definition of the work performed.

For an interim or final payment, the DEVELOPER shall provide:

- request for reimbursement on company letterhead, and
- one (1) original signature affidavit (EXHIBIT G) signed by the DEVELOPER, or
- one (1) copy of the cancelled checks made payable to the contractor(s) and supplier(s) (all prime and subcontractors) who performed work or supplied materials for the PROJECT as defined in Section 1, and limited to those items defined in EXHIBIT C. The affidavit(s) attest that the contractor(s) and suppliers(s) have been paid for work reimbursed to the DEVELOPER in the previous draw. And,
- one (1) copies of all Construction Contract Invoices, including sanitary inspection costs only, that are applicable to the construction of the PROJECT, as defined in Section 1 hereof. Invoices are required to be itemized, so as to provide a clear definition of the work performed.

Construction invoice documentation shall to be sent to:

Capital Fiscal Manager
Department of Public Utilities
910 Dublin Road, Suite 3016
Columbus, Ohio 43215

Project Name: OhioHealth – OhioHealth Boulevard: Sanitary Sewer Improvement, Capital Improvement Project No. 441756-100000, Drawing No. CC17810

- C.** Construction Inspection Approval – When the DEVELOPER’s subcontractor completes all portions of the work set forth in Section 1, the DEVELOPER shall request a final inspection by the consultant designated by DPU to perform construction administration and construction inspection services. If items remain which must be completed or remedied by the DEVELOPER as determined by the CITY, the DEVELOPER shall perform the work immediately upon being notified. All work must pass final inspection, and include a final accounting of the

construction items utilized and have the approval of the designated consultant, before it will be accepted by the CITY.

D. Payment by the CITY – When the CITY has made final inspection and has deemed the Improvement to have been constructed in accordance with the Construction Contract documents in EXHIBIT E; and the DEVELOPER has fulfilled the other requirements of this AGREEMENT, the DEVELOPER shall invoice the CITY, the CITY shall promptly reimburse the DEVELOPER for all work due under the terms of this agreement.

E. Final Payment by the CITY – After the CITY has made final inspection, has deemed the Improvement to have been constructed in accordance with the Construction Contract documents in EXHIBIT E, accepted by the CITY and the DEVELOPER has presented paid invoices, the CITY will promptly reimburse the DEVELOPER the total amount owed plus any retainage from other reimbursement payments up to a maximum of **\$400,000.00 for construction, PTL, and record drawings.** If the items specifically delineated within EXHIBIT C do not exceed the Guaranteed Maximum Sum, final payment shall be the balance of the actual construction cost. All requests for payment must comply with parts A and B of this section.

17. LEGAL JURISDICTION: All claims, counterclaims, disputes and other matters in question between the CITY, its agents and employees, and the DEVELOPER, his contractors, subcontractors and agents arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

18. CITY INCOME TAX WITHHOLDING: The DEVELOPER hereby further agrees to withhold and pay all CITY income taxes due or payable under the provisions of Chapter 361, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its contractors or subcontractors shall be required to agree to withhold and pay any such CITY income taxes due under said chapter for services performed under this AGREEMENT. If it has been determined by the Columbus Income Tax Division that DEVELOPER, or any of its contractors subcontractors, owes CITY income taxes, the DEVELOPER agrees that the CITY may withhold the amount due to the CITY from any amount due to the DEVELOPER for services performed under this AGREEMENT.

19. EQUAL OPPORTUNITY CLAUSE:

A. The DEVELOPER, contractor, subcontractors and agents will not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. The DEVELOPER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. Such action shall include, but not be limited to, the following: employment up-grading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.

- B. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that the DEVELOPER is an equal opportunity employer.
- C. It is the policy of the City of Columbus that business concerns owned and operated by minority and female persons shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the CITY.
- D. The DEVELOPER shall permit access to any relevant and pertinent reports and documents by the Executive Director for the sole purpose of verifying compliance with this paragraph, and with the regulations of the Contract Compliance Office. All such materials provided to the Executive Director by the DEVELOPER shall be considered confidential.
- E. The DEVELOPER will not obstruct or hinder the Executive Director or his deputies and assistants in the fulfillment of the duties and responsibilities imposed by Article I, Title 39 of Columbus City Codes.
- F. The DEVELOPER and each subcontractor will include a summary of this equal opportunity clause in every subcontract. The DEVELOPER will take such action with respect to any subcontract as is necessary as a means of enforcing the provisions of the equal opportunity clause.
- G. The DEVELOPER agrees to refrain from subcontracting any part of this AGREEMENT or contract modification thereto to a contractor not holding a valid certification number as provided for in Article 1, Title 39, Columbus City Codes.

Failure or refusal of the DEVELOPER or subcontractor to comply with the provisions of Article I, Title 39, may result in cancellation of this AGREEMENT.

20. ADDITIONAL DOCUMENTATION: upon execution of this AGREEMENT by the DEVELOPER, DEVELOPER shall provide the following document exhibits to be hereby incorporated into and made part of the AGREEMENT as though specifically rewritten herein:

- A. EXHIBIT A - Description of PROJECT and PROJECT Boundaries
- B. EXHIBIT B - PROJECT Location Map
- C. EXHIBIT C – Reimbursable Costs and Engineer’s Estimate or Construction Cost Estimate
- D. EXHIBIT D - Contract Signature Authorization Affidavit
- G. EXHIBIT E - Copy of Executed Construction Contract between the DEVELOPER and their Subcontractor
 - 1) Including a performance bond from the contractor for the total construction cost of the work in the right of way.
- H. EXHIBIT F - DEVELOPER’s and Subcontractor’s Active Contract Compliance Number or Application for Contract Compliance Number

- I. EXHIBIT G - Payment Affidavit by Contractor/Supplier (to be submitted with invoice when seeking reimbursement from the CITY)
 - K. EXHIBIT H - Current Worker's Compensation Certificate
 - L. EXHIBIT I - Insurance Certificate with the CITY Named as an Additional Insured. Certificate Must Include the Project Name – OhioHealth – OhioHealth Boulevard: Sanitary Sewer Improvement, Capital Improvement Project No. 441756-100000, Drawing No. CC17810
21. **ENTIRE AGREEMENT:** This AGREEMENT shall constitute the entire agreement between the parties and shall supersede all prior agreements, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Work.
22. **CITY COUNCIL AUTHORIZATION:** The CITY's obligation to pay or reimburse for the Work under this AGREEMENT, or incur any financial obligation under this AGREEMENT, except as already authorized by Columbus City Council is subject to the future authorization of the appropriation and expenditure of funds by the Columbus City Council to meet the financial obligations of the CITY herein and certification by the City Auditor under Section 159 of the Columbus City Charter.
23. **CAMPAIGN FINANCE**
Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of that Section; that it is eligible for this AGREEMENT under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this AGREEMENT and for one year thereafter

[Signatures on following page]

24. **SIGNATURES:**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the dates appearing below.

OHIOHEALTH CORPORATION

THE CITY OF COLUMBUS

By: _____

By: _____

Print Name

Tracie Davies, Director
Department of Public Utilities

Date: _____

Title: _____

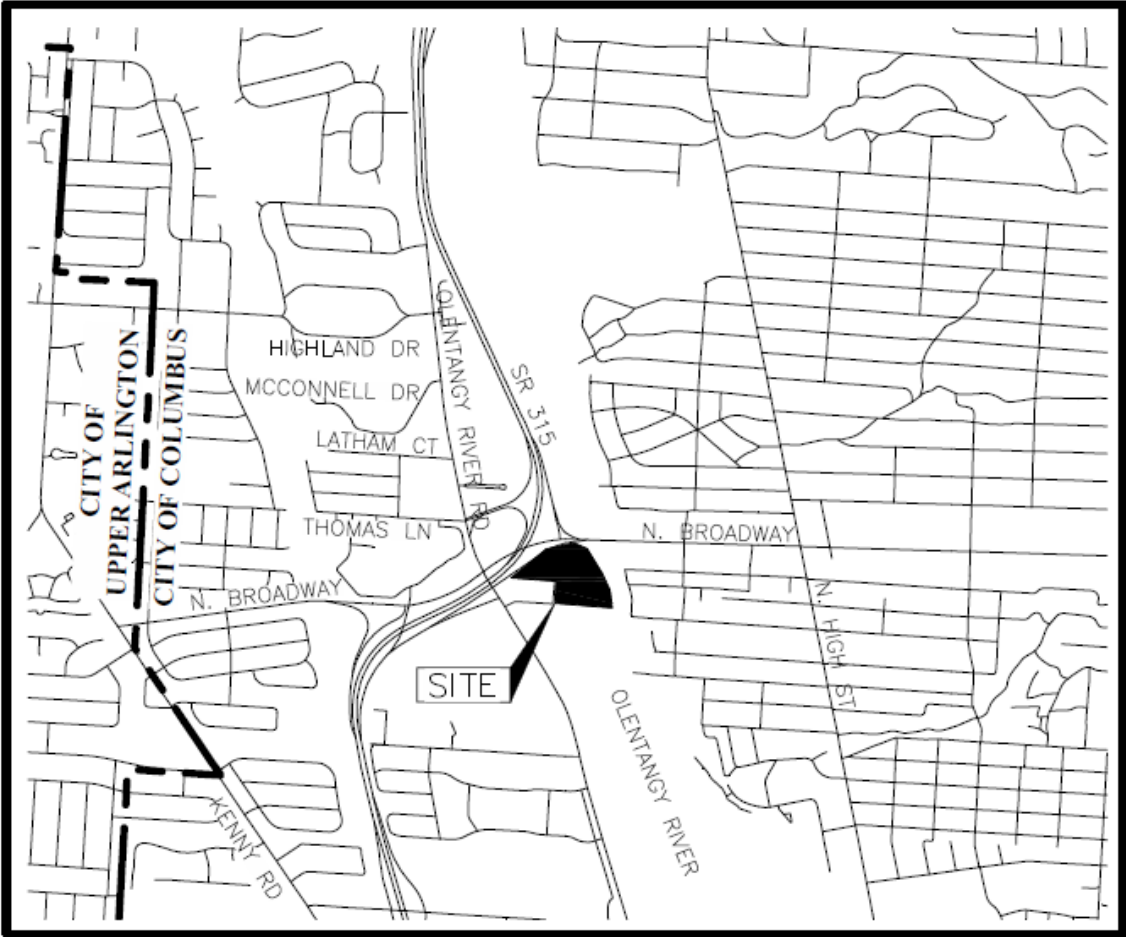
Date _____

Fed. I.D. No.: _____

EXHIBIT A
DESCRIPTION OF PROJECT AND PROJECT BOUNDARIES

The proposed sanitary sewer will be located west of the Olentangy River, east of Olentangy River Rd and south of West North Broadway. This project will extend the sanitary sewer system by connecting into an existing 78" sanitary sewer in order to serve new developments via gravity sewers.

EXHIBIT B
PROJECT LOCATION MAP



LOCATION MAP
Not to Scale

EXHIBIT C
REIMBURSABLE COSTS AND ENGINEER'S ESTIMATE OR CONSTRUCTION
COST ESTIMATE

Reimbursable Project Costs

ITEM	COST
Construction Cost (Guaranteed Maximum)	\$400,000.00
Total Reimbursable Project Costs	\$400,000.00

Funding Notes:

1. Funding for the DEVELOPER's reimbursement of the Project's construction costs will be derived from the following funding sources:
 - a. Department of Development: \$400,000.00

Construction Cost Estimate



ENGINEER'S OPINION OF PROBABLE COST
 FOR
 OHIOHEALTH ADMINISTRATIVE OFFICES SANITARY SEWER IMPROVEMENT (CC-17810)
 September 29, 2017

COC Item	Grouping	Description	Quantity	Unit	Unit Cost	Extension
SANITARY						
604	SANITARY	MANHOLE TYPE "C" (AA-S102)	4	EA	\$ 5,000.00	\$ 20,000.00
604	SANITARY	MANHOLE TYPE "C" (AA-S102) W/ BOLT-DOWN WATER-TIGHT FRAME & COVER (AA-S143)	2	EA	\$ 5,500.00	\$ 11,000.00
604	SANITARY	REINFORCED CONCRETE COLLAR, AS PER PLAN	3	EA	\$ 350.00	\$ 1,050.00
623	SANITARY	CONSTRUCTION LAYOUT STAKES	LUMP	SUM	\$ 1.00	\$ 3,000.00
624	SANITARY	MOBILIZATION	LUMP	SUM	\$ 1.00	\$ 3,500.00
901	SANITARY	12" SANITARY SEWER PIPE W/TYPE I BEDDING, W/ITEM 912 COMPACTED GRANULAR MATERIAL	196	LF	\$ 155.00	\$ 30,380.00
901	SANITARY	15" SANITARY SEWER PIPE W/TYPE I BEDDING, W/ITEM 911 COMPACTED GRANULAR MATERIAL	176	LF	\$ 155.00	\$ 27,280.00
901	SANITARY	15" SANITARY SEWER PIPE W/TYPE I BEDDING, W/ITEM 912 COMPACTED GRANULAR MATERIAL	382	LF	\$ 185.00	\$ 70,670.00
901	SANITARY	15" SANITARY SEWER PIPE W/TYPE II BEDDING, W/ITEM 912 COMPACTED GRANULAR MATERIAL	50	LF	\$ 215.00	\$ 10,750.00
901	SANITARY	SANITARY SEWER CONNECTION, AS PER PLAN	1	EA	\$ 8,000.00	\$ 8,000.00
901*	SANITARY	STONE FOUNDATION	50	CY	\$ 100.00	\$ 5,000.00
616*	SANITARY	DUST CONTROL	LUMP	SUM	\$ 1.00	\$ 1,000.00
						TOTAL SANITARY SEWER IMPROVEMENTS: \$ 191,630.00
						20.00% Design Contingency: \$ 38,326.00
						15.00% Inspection: \$ 28,744.50
						Preliminary Opinion of Probable Construction Cost \$ 258,700.50
						OEPA PTI FEE = \$ 1,881.55
						PRELIMINARY OPINION OF PROBABLE PROJECT COST \$ 260,582.05

*Denotes Contingency Item

Pricing reflects probable construction costs obtainable in the project locality on the date of this statement of probable costs. Unit rates have been obtained from historical records and/or discussion with contractors. The unit rates reflect current bid costs in the area. This estimate is a determination of fair market value for the construction of this project. It is not a prediction of low bid. Pricing assumes competitive bidding for every portion of the construction work for all subcontractors and general contractors.

Since EMH&T has no control over the cost of labor, material, equipment, or over the contractor's method of determining prices, or over the competitive bidding or market conditions at the time of bid, the statement of probable construction cost is based on industry practice, professional experience and qualifications, and represents EMH&T's best judgment as a consultant familiar with the construction industry. EMH&T does not guarantee that the proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by them.

This estimate of probable cost, unless otherwise noted, does not include costs associated with easement and/or land acquisition, relocation of existing public and/or private utilities, offsite utility extensions (gas, electric, telephone, CATV), utility fees and/or capacity fees, landscaping, irrigation, or tree replacement.

Submitted By: Cory Wolfe 2017.09.29
 Registered Engineer DATE

EXHIBIT D
CONTRACT SIGNATURE AUTHORIZATION AFFIDAVIT

(To be filled in and executed by the DEVELOPER)

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that he or she is
(Officer) _____ of OhioHealth Corporation.

The OhioHealth Corporation organized and existing under and by virtue of the laws of the
STATE OF OHIO and having its principal office at

180 East Broad Street, 34th Floor

Number and Street

Columbus

City

Franklin

County

Ohio

State

Affiant further says that he is familiar with the records, minute books and by-laws of
OhioHealth Corporation

Affiant further says that _____ is _____
Name of Officer Title

Of the Organization is duly authorized to sign the AGREEMENT for:

OhioHealth Corporation

For said Organization by virtue of _____ (State whether a
provision of by-laws or a resolution of the Board of Directors. If by resolution, give date of
adoption.)

Affiant

Sworn to before me and subscribed in my presence this ____ day of _____ 2017.

Notary Public

My Commission expires: _____, 20__

EXHIBIT E
COPY OF EXECUTED CONTRACT BETWEEN THE DEVELOPER AND THEIR
SUBCONTRACTOR

TO BE INSERTED BY DEVELOPER

EXHIBIT F
DEVELOPER'S AND SUBCONTRACTORS CONTRACT COMPLIANCE
NUMBERS

Developer: **OHIOHEALTH CORPORATION**

FID: _____

Subcontractor: _____

FID: _____

Subcontractor: _____

FID: _____

Subcontractor: _____

FID: _____

Subcontractor: _____

FID: _____

Subcontractor: _____

FID: _____

Subcontractor: _____

FID: _____

EXHIBIT G
PAYMENT AFFIDAVIT BY CONTRACTOR/SUPPLIER

Contract Number _____
Partial Estimate Number _____
CIP Number _____
Amount \$ _____
Project Name _____

To: Director of Public Utilities
Columbus, Ohio

I hereby certify that in accordance with CMSC 109.07, all material bills and all bills for subcontracted work related to the work completed and paid for by the CITY under the last previous estimate have been paid by the undersigned company, with the exception for the following items:

INSERT CONTRACTOR NAME

By: _____
Date: _____
STATE OF OHIO
COUNTY OF _____

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me the subscriber, a Notary Public in and for said county, personally came the above named

(Name) (Company) (Address)
contractor in the foregoing affidavit and acknowledged the signing of same to be his or her voluntary act and deed for the purposes herein mention.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed by official seal on the day and year last aforesaid.

Notary Public

SEAL

My Commission Expires: _____

EXHIBIT H
CURRENT WORKER'S COMPENSATION CERTIFICATE

TO BE INSERTED BY DEVELOPER

EXHIBIT I

**INSURANCE CERTIFICATE WITH THE CITY NAMED AS AN
ADDITIONAL INSURED. CERTIFICATE MUST INCLUDE THE PROJECT
NAME - OHIOHEALTH – OHIOHEALTH BOULEVARD: SANITARY
SEWER IMPROVEMENT, CAPITAL IMPROVEMENT PROJECT NO.
441756-100000, DRAWING NOs. CC 17810**